

DISCLAIMER: It is hereby brought to the notice of all concerned that the provisions and contents of this Agreement may undergo modifications or alterations if so required by the Regulatory Authority or under the Real Estate Laws as are being implemented in West Bengal. Further this Agreement is only a Model agreement and is subject to changes from case-to-case basis.

**AGREEMENT FOR SALE**

This Agreement for Sale (“**AGREEMENT**”) executed on this [\_\_\_\_\_] day of [\_\_\_\_\_] ] 2023

**BY AND BETWEEN**

(1) **ANADYA PROJECTS LLP** (PAN - ABMFA4077E), a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having its registered office at 8, Camac Street, Shantiniketan Building, 5th Floor, Room No -502 Kolkata, P.O. Park Street, P.S. Shakespeare Sarani,

Kolkata-700071, (2) **JHNVI PROPERTIES LLP** (PAN AAOPJ5073E), a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having its registered office at 58F, Kali Krishna Tagore Street P.O. Bcadon Street, Police Station - Jorabagan, Kolkata-700007, (3) **HOPEWELL RESIDENCY LLP** (PAN AALFH500GQ) a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having its registered office at Room no. 502, No.8, Camac Street, Shantiniketan Building, 5th Floor, P.O. Park Street, Police Station Shakespeare Sarani, Kolkata-700017 all (1)(2) and (3) represented by its Authorised Signatory **MR. SUBHRADEEP CHATTERJEE** (PAN ADUPC4353M) (AADHAAR NO. 4975 8320 3070) son of Mr. Ranjit Chatterjee residing at Narayanpur, Purbachal Lane No. 12, Rajarhat Gopalpur (M), Post Office R. Gopalpur, Police Station Narayanpur, North 24 Parganas, Pin 700136 are collectively hereinafter referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context shall mean and include their partners for the time being and such other person or persons who may be admitted as partners thereof and each of their respective heirs, executors, administrators, legal representatives successors and assigns) of the **FIRST PART**.

**AND**

**KCK PROMOTERS PRIVATE LIMITED** (PAN AAJCK9551G), a Private Limited Company registered under the Companies Act 2013 having its office at 8, Camac Street, Shantiniketan Building, 5th Floor, Room No -515 Kolkata, P.O. Park Street, P.S. Shakespeare Sarani, Kolkata-700071, represented by its Director namely **SRI ARUN KUMAR KEDIA** (PAN AFVPK4354H) (AADHAAR NO. 9747 8742 1605), son of Late Jagadish Prasad Kedia, residing at BF-188, Sector - I, Salt Lake City, Post Office - Bidhannagar, Police Station Bidhananagr, Kolkata 700064, by faith - Hindu, by Nationality - Indian, by occupation Business, hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed mean and include its successors and assigns) of the **SECOND PART**.

**AND**

[If the Allottee is a company]

[ (CIN no.)(PAN) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [ ], represented by its authorized signatory Mr. [ ], (PAN[ ], (Aadhaar No. [ ], son of[ ], residing at[ ], duly authorized vide board resolution[ ] hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

**Mr.** [ ] (Aadhaar No [ ]) aged about [ ], son of [ ], residing at [ ], for self and as the Karta of the Hindu Joint Mitakshara Family known as \*•+HUF, having its place of business / residence at [ ] (PAN: [ ]) hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said [ ] HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

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

The Owners, Promoter and the Allottees shall hereinafter collectively be referred to as the “**PARTIES**” and individually as a “**PARTY**”.

#### **DEFINITIONS:**

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (c) "Section" means a section of the Act/Rules;

**WHEREAS:**

- A. The Promoter has represented to the Allottees that:
  - (i) The Owners are the absolute and lawful owners of the property more fully described in **Part - I of Schedule A** hereto which was purchased by the Owners from time to time (hereinafter referred to as "the Said **Land**")
  - (ii) The particulars of Owners deriving their title of the Land are more fully described in **Part - II of Schedule A** hereto ("**Title**")
- B. By and under a Development Agreement dated 10<sup>th</sup> January, 2023 made between the above-named the Owners and the Promoter and registered with the office of Additional Registrar of Assurances IV Kolkata in Book No. I, Volume No. 1904-2023, Pages 117292 to 117330, Being No. 190401928 for the year 2023, the Owners in consultation with each other had jointly granted the exclusive right of development in respect of the said Land and construction of a new residential project, in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein.
- C. The said Land is earmarked for the purpose of building a commercial/residential project comprising Apartments and the said project shall be known as Ek Omkar.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.
- E. The Promoter vide approval dated 14<sup>th</sup> January, 2023 has been granted the commencement certificate to develop the Project.
- F. The Owners have obtained sanction of the Building Plan bearing no. 20222040035 of 2022 from the Kolkata Municipal Corporation (hereinafter referred to as the said Plan and shall

include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) and commenced construction of a residential-cum-commercial project comprising of one Towers/Buildings having Ground plus four (G+4) upper floors and various car parking spaces (hereinafter referred to as the "**Buildings**") comprising of office spaces, several apartments, common areas and other facilities and altogether known as "EK OMKAR" ("**Project**"). The Promoter agrees and undertakes that it shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and Section 9 (3) of the Rules and other laws as applicable.

- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority and has been granted registration no. \_\_\_\_\_ on \_\_\_\_\_.
- H. The Allottees had applied to the Promoter for allotment of an Apartment in the Project vide ("**Application**", details provided in **Part VI of Schedule B**) on the terms and conditions recorded therein, in pursuance whereof, the Promoter has provisionally allotted in favour of the Allottees ("**Allotment Letter**", details provided in **Part VII of Schedule B**) All That the Apartment described in **Part - I of Schedule B** hereunder written ("**Said Apartment**") along with \_\_\_\_\_ number(s) of garage/ closed/covered parking, in the \_\_\_\_\_ (location of the garage/ closed/covered parking), which do not form a part of the Common Areas, as stated in **Part - II of Schedule B** hereunder written ("**Car Parking Space**") for the parking of private medium sized/standard car(s) owned by the Allottees within such space(s), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and the general terms and conditions forming a part of and/or governing the said provisional allotment and/or the Allotment Letter, and further subject to the Allottees making payment of the consideration amount as well as all other dues, extras and deposits, costs and expenses, each of which were unconditionally accepted by the Allottees, with the tentative floor plan of the Said Apartment being annexed hereto, marked as **Part III of Schedule B** (Said Apartment together with space comprising the Car Parking Space if any, hereinafter collectively shall be referred to as "**Said Apartment And Properties Appurtenant Thereto**") in accordance with the Specifications, marked as **Part IV of Schedule B** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the "**Common Areas**", and more particularly described in **Schedule- D** hereto).
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

J. At or before the execution of this Agreement, the Allottees confirm that after having conducted and completed to their complete satisfaction independent due diligence and title verification in respect of the Said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Said Land, and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the Said Land including but not limited to amongst others, the Specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottees and the Allottees confirm and acknowledge receipt of the true copies thereof, which are in the custody and possession of the Allottees, and the Allottees having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself, has accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and inter alia:-

- i) the right, title and interest of the Promoter and the Owners to/over/in respect of the Said Land and to develop and deal with the Project intended to be constructed/developed on the Said Land;
- ii) the Title;
- iii) the nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv) to park private medium sized car(s) within the space comprising the Car Parking Space if any, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Allottees of each of the stipulated terms, to the satisfaction of the Promoter;
- v) the proposed location, lay out plan and the dimensions of each of the Said Apartment and the Car Parking Space;
- vi) the Common Areas which are intended to form a part of the Project;

- vii) the laws/notifications and rules applicable to the area where the Said Land is situated, in general, and the Project and similar projects, in particular;
- viii) the present estimated respective Carpet Area of the Said Apartment and the manner of calculation thereof;
- ix) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottees as also the several obligations to be performed and fulfilled by the Allottees, each to the satisfaction of the Promoter;
- x) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold title in respect of the Said Apartment And Properties Appurtenant Thereto along with the Car Parking Space if any, the manner and method of use and enjoyment of the same as well as the covenants running with the land and the Said Apartment and Properties Appurtenant Thereto;
- xi) that the Car Parking Space/s provided in the Project are for the benefit of the Allottees or occupants of the Project. 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 Allottees/occupants of the Apartments. In view of the same the Allottees hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottees at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottees further declare that she is bound by such earmarking of Car Parking Space and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto
- xii) the Specifications as also the measurements, dimensions, designs and drawings;
- xiii) the state and condition in which the Said Apartment And Properties Appurtenant Thereto if any are intended to be handed over to the Allottees subject to compliance by the Allottees of each of the stipulated terms to the satisfaction of the Promoter;
- xiv) the Promoter shall be entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules

and as provided for in this Agreement, the Promoter shall be entitled to and would be well within its right to alter, modify, amend, revise etc. the Plan and to undertake any further and/or additional construction(s) at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building, and the Promoter shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Building including all the Common Areas, notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Apartment And Properties Appurtenant Thereto, and each of such further constructions shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottees hereby agree and undertake not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share, and the Allottees covenant and undertake not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;

xv) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottees hereby grant and accord their consent to the same;

xvi) The Allottees further declare, confirm and acknowledge each of the following:

a) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the Said Land and/or the Said Apartment And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Apartment And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottees (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as



imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottees, and therefore are fair and reasonable;

- b) that the Allottees has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottees;
- c) that the Allottees has entered into this Agreement after taking into account/consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses, taxes etc. as stipulated in this Agreement and agreed to be paid by the Allottees, are fair and just;
- d) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
- e) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottees is/are fully satisfied with the same, and the Allottees further acknowledge and confirm that the Allottees have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottees, and have relied on their own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Apartment And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottees undertakes and covenant to faithfully abide by each of the terms and conditions of this Agreement;
- f) that in view of the Allottees having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottees the Said Apartment And

Properties Appurtenant Thereto; and the Allottees hereby and hereunder undertake and covenant not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Land and/or the Project.

g) The Allottees agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures provided and dimension of the show/model residential Apartment exhibited at the site or any representative images used in different marketing collaterals only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in **Part IV** of the **Schedule - B** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottees shall not be entitled to raise any claim for such variation.

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 grant its right title and interest in the said Apartment And Properties Appurtenant Thereto and the Allottees hereby agrees to take purchase of the Said Apartment And Properties Appurtenant Thereto as specified in paragraph H of the recitals.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees, and the Allottees hereby agrees to purchase on the Said Apartment And Properties Appurtenant Thereto all as specified in Recital H hereinabove;
- 1.2 The **Total Price** for the Said Apartment And Properties Appurtenant Thereto (based on the Carpet Area) and the Car Parking Space, if any:

Block/Building?Tower no. _____	Rate of Apartment per square feet
Apartment no. _____	
Type _____	
Floor	

AND [If applicable]

Garage/Closed/Covered parking - 1	Price for 1
Garage/Closed/Covered parking - 2	Price for 2

The said Total Price comprises of the following;

- a. A mutually agreed composite as detailed in Part-I of Schedule C ("**Apartment & CP Price**"):-
- b. The applicable Taxes payable on the Apartment & CP Price as determined from time to time ("**Apartment & CP Taxes**").
- c. The **Extra Charges** as detailed as detailed in Part-I of Schedule C
- d. The applicable Taxes payable on the Extra Charges as determined from time to time ("**Extra Charges Taxes**").
- e. The **Deposits** as detailed as detailed in Part-I of Schedule C
- f. The applicable Taxes, if any, payable on the Deposits as determined from time to time ("**Deposit Taxes**")

For the sake of brevity, the term "**Total Price**" shall include **Apartment & CP Price, Apartment**

**& CP Taxes, Extra Charges, Extra Charges Taxes, Deposits and Deposit Taxes.**

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottees to the Promoter towards the Said Apartment And Properties Appurtenant Thereto;

(ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Apartment And Properties Appurtenant Thereto to the Allottees.

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

(iii) The Promoter shall periodically intimate to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment demanded by the Promoter within the time and in the manner specified in **Schedule-C**. In addition, the Promoter shall provide to the Allottees 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 in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of consideration of the Apartment, Car Parking Space, construction of not only the Apartment but also the Common Areas, Common Facilities, internal development charges, external development charges, taxes, cost of providing in the Apartment, electrical connectivity, waterline and plumbing, drainage, sewerage, sanitation system, solid waste management system (except cost of operating the system for taking the garbage to the garbage compactor and taking it out), installation of street lighting and organized open space, if any, including land scaping in the common areas of the Project, maintenance deposit for 12 months and includes cost of all other facilities and amenities, if any, to be provided in the Said Apartment And

Properties Appurtenant Thereto and the Project and also the Documentation Charges and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 hereinabove.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottees hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and /or any other increase in charges and taxes, which may be levied or imposed by Competent Authority or any other authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges/taxes 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 Allottees, which shall only be applicable on subsequent payments.
- 1.4 The Allottees shall make the payment as per the payment plan set out in **Part II of Schedule- 'C'** (hereinafter referred to as the **"PAYMENT PLAN"**).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments at such rate as may be decided by the Promoter and agreed by the Allottees at the rate of Nil percent per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees by the Promoter.
- 1.6 Except as disclosed to the Allottees in this Agreement, it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans (which shall be in conformity with the advertisement, prospectus etc. on the basis of which the sale is effected) in respect of the Said Apartment And Properties Appurtenant Thereto or the Project, as the case may be, without the previous written consent of the Allottees as per provisions of the Act.  
  
Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottees make such minor additions or alterations as may be required by the Allottees or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the

Allottees after the construction of the Buildings/Towers are complete and the Occupancy/Completion Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottees within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increased in the carpet area allotted to Allottees, the Promoter shall demand that from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis.

- 1.8 Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottees shall have the right to the said Apartment And Properties Appurtenant Thereto as mentioned below:
- (i) The Allottees shall have exclusive ownership of the Apartment.
  - (ii) The Allottees shall also have undivided proportionate share in the Common Areas as members of the Association. Since the share or interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with Promoter, other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.
  - (iii) That the computation of the Total Price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of consideration of the Apartment, Car Parking Space, construction of the Common Areas, internal development charges, if any, external development charges, taxes, cost of providing up to the Apartment the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, solid waste management system, installation of street lights, organized open space, if any, including landscaping in the Common Areas of the Project, maintenance charges for

12 months and includes cost of all other facilities and amenities, if any, provided within the Apartment and the Project and any other charges / deposits etc. more particularly mentioned in Clause 1.2 above.

- 1.9 It is made clear by the Promoter and the Allottees agrees that the Apartment along with Car Parking Space (if any) shall be treated as a single indivisible unit for all purposes. Unless stated otherwise, it is agreed that the Project is an independent, self-contained Project on 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 project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from all Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment And Properties Appurtenant Thereto to the Allottees, the Promoter agrees to be liable, even after the transfer of the Apartment And Properties Appurtenant Thereto, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottees has paid a sum equivalent to 10% of the Total Price (excluding Extra Charges, Deposits and Taxes) as booking amount being part payment towards the Total Price of the Apartment And Properties Appurtenant Thereto on or before the execution of this agreement, the receipt to which the Promoter here by acknowledges and the Allottees hereby agrees to pay the balance of the Total Price of the Apartment And Properties Appurtenant Thereto as prescribed in the Payment Plan mentioned in **Part II of Schedule-C** as may be demanded by the Promoter within the time and in the manner specified therein:  
Provided that if the Allottees delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate specified in the Rules.]

2. **MODE OF PAYMENT:**

Subject to the terms of this Agreement and Promoter abiding by the construction milestones, the Allottees shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in **Part II of Schedule-C** through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of "**KCK Promoters Pvt. Ltd**" payable at Kolkata. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottees shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottees, and non-receipt thereof by the Allottees shall not be a plea or an excuse for non-payment of any amount or amounts.

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

3.1 The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement, any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, 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. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of



the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottees and such third party shall not have any right in the application/allotment of the Apartment and Properties Appurtenant Thereto applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

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

The Allottees authorizes the Promoter to adjust/appropriate all payments made by their under any head(s) of dues against lawful outstanding of the Allottees against the Said Apartment And Properties Appurtenant Thereto, if any, in their name and the Allottees undertakes not to object/demand/direct the Promoter to adjust their payments in any manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration including extension, if any, of the Project with the Authority and towards handing over the Said Apartment And Properties Appurtenant Thereto to the Allottees and the Common Areas to the Association, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project subject to formation of the Association and unless prevented by circumstances beyond its control and/or by any Force Majeure event(s). Similarly, the Allottees shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("**Payment Plan**").

6. **CONSTRUCTION OF THE PROJECT/ THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO:**

- (i) The Allottees have seen the proposed layout plan of the Said Apartment and proposed, specifications, amenities and facilities in respect of the Apartment/Building/Project and accepted the payment plan and the specifications, amenities and facilities which have been approved by the competent

authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said lay-out plan, floor plan, specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plan and shall not have an option to make any variation/alteration/modification in the plans of Project, other than in the manner provided under the Act and the Rules, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO:**

7.1 **Schedule for possession of the Said Apartment And Properties Appurtenant Thereto:** The Promoter agrees and understands that timely delivery of the possession of the Said Apartment And Properties Appurtenant Thereto to the Allottees along with ready and complete the Common Areas of the Project is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment And Properties Appurtenant Thereto along with ready and complete Common Areas, if any, of the Project on 10<sup>th</sup> July, 2026, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottees agree that the Promoter shall be entitled to extension of time for the delivery of possession of the Said Apartment And Properties Appurtenant Thereto.

Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agree and confirm that, in the event it become 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 Allottees the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottees about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottees, the Allottees agree that they shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottees shall be free to approach the authorities concerned for refund of such GST.

**7.2 Procedure for taking possession:** The Promoter upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and subject to the Allottees not being in breach of any of their obligations under this Agreement, shall offer in writing the possession of the Said Apartment And Properties Appurtenant Thereto to the Allottees in terms of this Agreement to be taken within 3 (three) months from the date of issue of such certificate (**Possession Notice**). Each party agrees and undertakes to indemnify the other party in case of failure of fulfillment of any of the provisions, formalities, documentation pertaining to the aforesaid. The Allottees agree to pay the maintenance charges as determined by the Promoter/ Maintenance Company, as the case may be, from the date of issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project.

**7.3 Failure of Allottees to take possession of the Said Apartment And Properties Appurtenant Thereto:** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottees shall take possession of the Said Apartment And Properties Appurtenant Thereto 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 And Properties Appurtenant Thereto to the Allottees. In case the Allottees fail to take possession within the time provided in Clause 7.2, such Allottees shall continue to be liable to pay maintenance charges as specified in Clause 7.2 and all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice (**Deemed Possession**).

**7.4 Possession by the Allottees:**

After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and handing over physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottees, it shall be the responsibility of the Promoter to hand over necessary documents and plans, including Common Areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

Provide that in case of absence of any local law, the Promoter shall hand over the

necessary documents and plans including all Common Areas to the Association of allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate of the Project.

**7.5 Cancellation by Allottees:** The Allottees shall have the right to cancel/withdraw their allotment in the Project as provided in the Act:

Provided that where the Allottees propose to cancel/withdraw from the Project without any fault of the Promoter, then subject to terms mentioned below, the Allottees shall serve 45 (forty five) days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all interest liabilities of the Allottees (in terms of Sec.19(6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of these presents is-SBI (1yearMCLR)+2%) ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money, if any, paid by the Allottees shall be returned by the Promoter to the Allottees within 45 (forty-five) days of such cancellation. It is further clarified that all amounts and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottees shall be free to approach the authorities concerned for refund of such GST.

**7.6 Compensation:** The Promoter shall compensate the Allottees in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottees, in the manner as provided under the Act and the claim of interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment And Properties Appurtenant Thereto (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of their business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottees wish to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Apartment

And Properties Appurtenant Thereto, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45(forty-five) days of it becoming due. It is clarified that all amounts collected and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottees shall be free to approach the authorities concerned for refund of such GST.

Provided that where if the Allottees do not intend to withdraw from the Project, the Promoter shall pay the Allottees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Apartment And Properties Appurtenant There to which shall be paid by the Promoter to the Allottees within 45(forty-five) days of it becoming due.

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

The Owners and/or the Promoter hereby represent and warrants to the Allottees as follows:

- (i) The Owners have marketable title with respect to the Land; and Promoter has requisite rights to carry out development upon the Land and absolute, actual physical and legal possession of the Land for developing the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Land and the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Land or the Said Apartment And Properties Appurtenant Thereto;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Said Apartment And Properties Appurtenant Thereto are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Said Apartment And Properties Appurtenant Thereto and the Common Areas, if any;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees agreed to be created herein, may prejudicially be affected;
- (vii) Save and the except the agreement between the Owners and the Promoter, the Owners/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land and the Said Apartment And Properties

Appurtenant Thereto which will, in any manner, affect the rights of Allottees under this Agreement

- (viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the Said Apartment And Properties Appurtenant Thereto to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottees and the Common Areas, Amenities and Facilities of the Project to the Association of allottees or the competent authority, as the case may be, after the completion of the Project;
- (x) The Land is not the subject 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 Land.
- (xi) The Owners/Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued and the possession of the Apartment along with the Common Area, (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the Association of the Allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Owners/Promoter in respect of the Land and/or the Project.
- (xiii) That the Property is not a Wakf Property

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

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- i. The Promoter fails to provide ready to hand over possession of the Said Apartment And Properties Appurtenant to the Allottees within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to hand over possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

- ii. Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

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

- i. Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottees stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottees are not construction linked; or
- ii. The Allottees shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the Total Price of the Said Apartment And Properties Appurtenant along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottees shall be free to approach the authorities concerned for refund of such GST.

Provided that where the Allottees do not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment And Properties Appurtenant which shall be paid by the Promoter to the Allottees within 45 (forty-five days) of it becoming due.

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

- i. In case the Allottees fail to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the Promoter on the unpaid amount as the rate prescribed in the Rules;

- ii. In case of Default by Allottees 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 of the Said Apartment And Properties Appurtenant in favour of the Allottees by issuance of a letter of cancellation and refund the money paid to it by the Allottees by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall there upon stand terminated. Provided that the Promoter shall intimate the Allottees about such termination at least 30(thirty) days prior to such termination. The Allottees shall cease to have any right title interest whatsoever in the Said Apartment And Properties Appurtenant or Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottees, as the case may be
- Without prejudice to the above, it being further agreed and the the Allottees expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Said Apartment And Properties Appurtenant (and this Agreement) in terms of this Agreement by the Promoter or the Allottees, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottees and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoter.

- 9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottees shall, under any circumstances whatsoever, be made of any amount paid by the Allottees on account of Taxes and/or stamp duty and registration charges incurred by the Allottees. The Allottees shall, at their own costs and expenses, execute all necessary documents required by the Promoter in this regard.
- 9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

**10 DEED OF CONVEYANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT:**

The Promoter, on receipt of Total Price of the Said Apartment And Properties Appurtenant as mentioned in 1.2 above from the Allottees, and on execution and registration of Deed of Conveyance, the Developer will transfer to the Allottees the possession , right, title and interest and convey the title of the Said Apartment and Car parking space, if any with irrevocable right to use the Common Areas within 3 months from the date of issuance of



Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project, to the Allottees:

However, in case the Allottees fail to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottees authorize the Promoter to withhold registration of the Deed of Conveyance in their favour till payment of the stamp duty and registration charges to the Promoter is made by the Allottees. The allottees shall be solely responsible and liable to compliance of the provision of India Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority

It is clarified that the Deed of Conveyance shall be drafted by the solicitors/advocates of the Promoter and shall not be inconsistent with or in derogation of the terms and conditions agreed by the Parties herein.

## **11 MAINTENANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT/PROJECT:**

11.1 The Promoter shall be responsible to provide and maintain through the Maintenance Company or by itself, the essential services of the Project till the taking over of the maintenance of the Project by the Association. The cost of such maintenance for 12 months would be paid by the Allottees the Total Price of the Said Apartment And Properties Appurtenant. The maintenance for 12 (twelve) months on account of Maintenance Deposit has been included in the Total Price of the Apartment. Further, such deposit shall be refunded on quarterly basis after receipt of upto date maintenance charges from the Allottees. Apart from the same, the Allottees undertake to make necessary monthly payments of maintenance charges as and when demanded by the Promoter after obtaining the completion certificate. In the event the Allottees fail to pay such maintenance charges then the Promoter shall be at liberty to appropriate such amount from the Maintenance Deposit/ Sinking Fund. However, the Allottees undertake to make necessary payments over and above such advance maintenance deposits, if necessary, for such maintenance as fixed by the Promoter at actuals; on the basis that the Association shall be formed within a period of 12 months from the date of Completion Certificate for the whole Project. The Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 10% of maintenance expenses/charge. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actuals.

11.2 Clauses in relation to maintenance of Project, infrastructure and equipment: Maintenance In-charge:

- 11.2.1 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 ("**Association**") by the allottees of the apartments in the Project and the Allottees hereby agree to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottees agree to do all acts, deeds and things as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.
- 11.2.2 **Maintenance Charges:**The Maintenance Charges although forming part of the Total Price of the Said Apartment And Properties Appurtenant Thereto, shall be collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Common Areas mentioned in **Schedule- "D"** hereunder and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, through a maintenance company created by the Promoter ("**Maintenance Company**") if any, till the taking over of the maintenance of the same by the Association, in terms of this Agreement. Simultaneously with the taking over of the maintenance of the Common Areas by the Association, the Promoter shall handover the prorated period based unused Maintenance Charges, to the Association, subject to appropriate deductions as provided under this Agreement and accounted thereof;
- 11.2.3 **Maintenance Agency:** The Promoter may appoint one or more agencies or persons ("**Maintenance Agency/Company**") to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Car Parking Spaces and facilities, amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners 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 ("**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottees.
- 11.2.4 **Maintenance In-charge :** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall

be the maintenance in-charge (“Maintenance In-charge”)

### **11.3 Common Areas Related:**

- 11.3.1 The Project shall also contain certain Common Areas as specified in **SCHEDULE D** hereto which the Allottees shall have the right to use in common with the Owner, the Promoter and other owners/allottees of the Project and other persons permitted by the Promoter.
- 11.3.2 Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottees either independently or in common with any other Co-owner.
- 11.3.3 Upon construction of the Buildings at the Project Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.
- 11.3.4 The Owner/Promoter would provide right to use in the Common Areas in favour of the Allottees and if the laws for the time being in force otherwise requires transfer of Common Areas in favour of the Association, then such transfer shall be carried out in favour of the Association, to which the Allottees hereby agree. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Said Apartment in favour of the Allottees, then the transfer of the share in the Common Areas may be completed in favour the Association as and when formed and any related documentation and acts deeds and things shall be done by the Allottees and/or the Association and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottees proportionately and/or the Association.

### **11.4 Apartment Related:**

- 11.4.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fit-outs to be put- up, erected and installed at or inside the Apartment including the interior decoration shall be done and completed by the Allottees at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottees shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with

minimum noise and without causing any disturbance or annoyance to the other co-owners. The Allottees shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works. The Allottees hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Apartment. The Allottees shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottees while carrying out any fit-out or other activity.

11.4.2 **Transfers by Allottees:** The Allottees may only after a period of \_\_ months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to Rs.\_\_\_\_\_/ - on Carpet Area plus applicable Taxes or at which the said Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of their nominee substituted in their place and stead in the records of the Promoter as the Buyer of the said Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the costs of the Allottees and/or the nominee/s and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottees or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2%(two percent) mentioned in this clause in respect of the said Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottees shall be payable by the Allottees or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottees shall not, however, be entitled to assign or transfer this agreement for a period of 30 months from the date of execution hereof nor to let out, sell, transfer or part with possession of the said Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottees to the Promoter in respect of the said Apartment are fully paid up and a No Dues certificate is obtained by the Allottees from the Promoter.

11.4.3 **Area Calculations:**

- a. **Carpet Area of Apartment:** The carpet area for the Apartment or any other apartment shall mean the net usable floor area of such Apartment, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Apartment.
- b. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Apartment.
- c. **Built-up Area:** The built-up area for the Apartment or any other Apartment shall mean the Carpet Area of such Apartment and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Apartment /Balcony and any other Apartment /Balcony and the niches/cupboard, elevation, treatment and the area covered by all other external walls of the such Apartment /Balcony.

#### 11.5. **Parking Facility Related:**

- 11.5.1 All unsold or unallotted car parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter
  - 11.5.2 Any scheme of numbering of car parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottees upon such revision.
  - 11.5.3 The Allottees hereby further warrants and confirms that the Allottees shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottees herein) of the Apartments in the Buildings/Towers and the Project.
- 11.6 **HOUSE RULES:** The ownership and enjoyment of the Said Apartment, Car Parking Space, if any and the Common Areas by the Allottees shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below ("**House Rules**") which the Allottees shall be obliged and responsible to comply

with strictly:

- 11.6.1 to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- 11.6.2 to use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
- 11.6.3 Without prejudice to the generality of the foregoing, not to use the Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 11.6.4 Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Apartment or Building or anywhere in the Project **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the s nameplate outside the main gate of their Apartment. It is hereby expressly made clear that in no event the Allottees shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment save that the Allottees shall have the right install window/ split air-conditioners at the place/s provided therefor in the Apartment.
- 11.6.5 Not to partition or sub-divide the Apartment nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
- 11.6.6 not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11.6.7 not to install or keep or operate any generator in the Apartment or in the or

balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Apartment.

- 11.6.8 not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- 11.6.9 to maintain at their own costs, the Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local municipal Authority, Panchayat Samiti, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube- well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 11.6.10 to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other co-owners/allottees. The main electric meter shall be installed only at the common meter space in the said Project. The Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Building.
- 11.6.11 not to sub-divide the Apartment and Car Parking Space under any circumstances.
- 11.6.12 not use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said Project.
- 11.6.13 not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any and the Common Areas.
- 11.6.14 not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- 11.6.15 to apply for and obtain at their own costs separate assessment and mutation of the

Apartment in the records of appropriate authority within 06 (six) months from the date of possession.

- 11.6.16 not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.
- 11.6.17 not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 11.6.18 not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 11.6.19 the Allottees shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottees has been granted Car Parking Space, the facility of such parking shall be subject to the following conditions:-
- a. The Allottees shall use only the space for Car Parking Space identified for him as per Part-II of SCHEDULE B hereto for parking;
  - b. The Allottees shall pay the Car Parking Maintenance Charges punctually and without any delay or default;
  - c. The Allottees shall use the Car Parking Space, only for the purpose of parking of their medium sized motor car that could comfortably fit in the allotted Parking Space.
  - d. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
  - e. The Allottees shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - f. The Allottees shall not grant transfer let out or part with the Car Parking Space independent of the Apartment nor vice versa.
  - g. In case due to any enactment or implementation of legislation, rule, bye- law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottees are not permissible, then the Allottees shall



neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.

- h. In case the Allottees are provided facility of parking which is inter-dependent with any other parking facility in the Project or any part thereof then the Allottees shall not disturb/block the ingress and egress of car/two wheeler of the other Apartment owner of such facility or any other Co-owners in the Project.

- 11.6.20 to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottees thereabout;
- 11.6.21 to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Apartment free from all hazards relating to fire.
- 11.6.22 to keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.
- 11.6.23 not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- 11.6.24 not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.
- 11.6.25 not violate any of the rules and/or regulations laid down by the Maintenance In-charge for use of the Common Areas, Shared Common Areas and Shared Common Infrastructure
- 11.6.26 not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- 11.6.27 not to do or permit to be done any act deed or thing which may render void or voidable

any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premium payable in respect thereof.

- 11.6.28 not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.
- 11.6.29 to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
- 11.6.30 to use of the Common Areas with due care and caution and not hold the Owners, Confirming Parties or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas by the Allottees or their family members or any other person.
- 11.6.31 not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 11.6.32 not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 11.6.33 not to allow the watchmen, driver, domestic servants or any other person employed by the Allottees or their Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 11.6.34 no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 11.6.35 keep the Common Areas, open spaces, common parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored

or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

11.7.36 not to change/alter/modify the names of the Project and/or any of the Buildings therein from those mentioned in this Agreement.

11.6.37 The Allottees agree, declare and confirm that the right, title and interest of the Allottees are and shall be confined only to the Apartment, the Car Parking Space and the other components of the Said Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottees hereby accept and to which the Allottees, under no circumstances, shall be entitled to raise any objection.

**11.7 Taxes and Outgoings:** The Allottees bind themselves and covenant to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):-

- a. Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Apartment Car Parking Space and/or any component related to the said Apartment directly to the local Panchayet, Municipal Authority, BLLRO and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottees shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- b. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Apartment or any component thereof or the Building or the said Land and whether demanded from or payable by the Allottees or the Maintenance In-charge and the same shall be paid by the Allottees wholly in case the same relates to the said Apartment and proportionately in case the same relates to the Buildings or the said Land or any part thereof.
- c. Electricity charges for electricity consumed in or relating to the Apartment.
- d. Charges for water, and other utilities consumed by the Allottees and/or attributable or relatable to the said Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the said Apartment or any part thereof, wholly

and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

- e. Proportionate share of all Common Expenses to the Maintenance In-charge/Maintenance Agency from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, maintenance charges calculated at the rate of Rs \_\_\_\_ /- (Rupees \_\_\_\_\_ only) per month of Carpet Area (To be adjusted from Maintenance Deposit (Effective from date of possession) Or on actual whichever is higher only per square feet per month of the Unit area for CAM. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In Charge at its sole and absolute discretion after taking into consideration the common services provided.
- f. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottees.
- g. Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottees as per prevalent rates.
- h. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

11.7.2 All payments to be made by the Allottees shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottees or in the letter box earmarked for the Apartment Provided That any amount payable by the Allottees directly to any authority shall always be paid by the Allottees within the stipulated due date in respect thereof and the Allottees shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

11.7.3 The maintenance charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottees shall be bound to pay proportionate share of all expenses on account of such major repair, replacement,

reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottees irrespective of whether or not the Allottees use or are entitled to or are able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottees.

- 11.7.4 The liability of the Allottees to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 11.7.5 In the event of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottees under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottees hereunder, the Allottees shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottees to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottees for two months then until such payment with applicable interest, the Allottees and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and amenities and the Maintenance- in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottees and their employees guests agents tenants or licencees and/or the said Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottees in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 11.7.6 The Allottees shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottees and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottees or the servants agents licensees or invitees of the Allottees and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottees
- 11.7.7 **Liability Commencement Date:** In case the Promoter issues notice to the Allottees to take possession of the Apartment and the Allottees fails to pay the entire dues of the

Allottees within the time stipulated in the notice or are in default in compliance of any of their other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Apartment on account of such failure or default of the Allottees, the Allottee's liability to pay the Taxes and Outgoings in respect of the said Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottees pays all its dues towards the Promoter and the said Apartment and remedies the concerned default and takes physical possession of the Apartment, the Allottees shall be liable as under the Act and Rules thereunder.

- 11.7.8 Common Expenses shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Apartments therein), and the Common Areas and the parking spaces and for all other Common Purposes.
- 11.8 **Acknowledgments, Exceptions Reservations and Indemnities:** The Allottees do hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottees doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause 1 above and/or the following rights and authorities at any time and from time to time hereafter:-
- 11.8.1 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Allottees or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Allottees have no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "EK OMKAR", "KCK PROMOTERS PVT LTD", ("**Said Signage**") of the Promoter being erected on the roof and/or the parapet walls and/or the facade of the said Project and also the boundary walls of the said Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed

for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottees nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottees or the Maintenance In-charge. The Allottees further agree not to use the name/mark "**EK OMKAR**", "**KCK PROMOTERS PVT LTD**" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Apartment and if the Allottees do so, the Allottees shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

- 11.8.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
- 11.8.3 The Allottees have agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Apartment as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottees unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.
- 11.8.4 The Allottees shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made

against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottees or the servants / agents / licensees / invitees / visitors of the Allottees and/or any breach or non-observance by the Allottees of the Allottee's covenants and/or any of the terms herein contained.

**12**      **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the date of Completion Certificate or handing over possession, whichever is earlier it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Promoter shall hand over the possession of the Apartment on completion of the Project to the Allottees by way of issuance of a letter ("**Letter of Handover**") which shall at all times be construed as an integral part of this Agreement.

It is expressly agreed and understood that in case the Allottees, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottees), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the Clause immediately preceding and the Allottees shall not be entitled to any cost or compensation in respect thereof.

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

The Allottees hereby agree to purchase the Said Apartment on the specific understanding that their 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/company appointed or the association of allottees (or the maintenance agency/company appointed by it) and performance of the Allottees of all their obligations in respect of the terms and conditions specified by the maintenance agency/company or



the association of the allottees from time to time.

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

The Promoter/Maintenance Company shall have rights of unrestricted access of all Common Areas, if any of the Project for providing necessary maintenance services and the Allottees agree to permit the Promoter and/or Maintenance Company to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15 USAGE:**

**Use of Service Areas:** The service areas, if any, as located within the Project, shall be earmarked for services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use services areas in any manner whatsoever, and the same shall be reserved for use by the Maintenance Company (including the association of allottees formed by the allottees)/Promoter for rendering maintenance services.

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

16.1 Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at their own cost and shall not do anything in or to the Apartment, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other 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. is not in any way damaged or jeopardized.

16.2 The Allottees 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 / façade of the Buildings or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages

or staircase of the Buildings/Project.

- 16.3 The Allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment, the Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association, as the case may be. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of the Said Apartment And Properties Appurtenant with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottees hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Said Apartment And Properties Appurtenant, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Said Apartment And Properties Appurtenant at their own cost.

**18 ADDITIONAL CONSTRUCTION:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Building Plan has been approved by the competent authority(ies) and disclosed, except for as provided elsewhere in the Agreement and/or in the Act.

**19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

- 19.1 After the Promoter executes this Agreement, they shall not mortgage or create a charge on the Said Apartment, and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottees who has taken or agreed to take such Apartment.
- 19.2 However the promoter shall be entitled to securitize the Total price and other amounts, respectively, payable by the Allottees under this agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the

Allottees under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter the Allottees shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

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

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules made there under and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal to the extent applicable and within the knowledge of the Promoter.

**21 BINDING EFFECT:**

Forwarding this Agreement to the Allottees by the Promoter do not create a binding obligation on the part of the Promoter or the Allottees 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 Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Promoter. If the Allottees fail to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection there with including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.

**22 ENTIRE AGREEMENT:**

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

**23 RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the parties here to that all the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment And Properties Appurtenant and the Project shall equally be applicable to and enforceable against any subsequent Allottees, in case of a transfer, the said obligations go along with the Said Apartment And Properties Appurtenant 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 Allottees in not making payments as per the Payment Plan [**Schedule-C**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions here of 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 the Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made there under 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 Allottees have to make any payment, in common with other allottees of the Project, the same shall be the proportion which the carpet

area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**28 FURTHER ASSURANCES:**

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

**29 PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottees. After the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Registration Authorities. Hence this Agreement shall be deemed to have been executed at Kolkata

**30 NOTICES:**

That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through registered email id

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

**31 JOINT ALLOTTEES:**

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

**32 GOVERNING LAW:**

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

**33 DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act or as amended from time to time and all disputes and differences relating to the said Apartment and Properties Appurtenant thereto in the Project shall be subject to exclusive jurisdiction of Courts at Kolkata and Barasat only.

**34 ADDITIONAL TERMS:**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Owners, Promoter and Allottees to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail).

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

**35.1 Additional Definitions**

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

“**Agreement**” shall mean this agreement together with each of the Recitals and Schedules

stated and/or incorporated herein by reference or otherwise, as may be amended in the manner as recorded herein and/or in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to this agreement.

**“Apartment”** shall mean a constructed space at the Buildings intended and/or capable of being exclusively enjoyed by a specific Apartment Allottee as identified by the Promoter.

**“Booking Amount”** shall mean 10% (ten percent) of the **Apartment & CP Price**.

**“Building(s)”** shall mean the new building(s) consisting of various self-contained apartments and constructed spaces, proposed to be constructed at the Said Land.

**“Common Expenses”** shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee and the other Allottees, each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottees:

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottees for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the Land, the Building, the Common Areas; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the Land and/or the Buildings including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and
- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas and such other charges, expenses etc. as determined by the Promoter from time to time; and
- e) Each of the aforestated together with the applicable Taxes thereon.

**“Common Purposes”** shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the Land, the Building, the Common Areas and the several facilities etc. at/of the Land and/or the Buildings including the repairs, replacements, improvements etc. thereof;
- b) dealing with and regulating matters of common interest of each of the Allottees relating inter alia to their mutual rights and obligations in respect of the Land and the Project, for the use and enjoyment of their respective Apartments and the

Common Areas;

- c) Insurance of the Project and the Common Areas
- d) the collection and disbursement of the Common Expenses;
- e) all other common purposes and/or other matters, issues etc. in which the Allottees have common interest relating to the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter ; and
- f) all other common expenses and/or other matters issues etc. which the Allottees have in common interest relating to the Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter

**“Outgoings”** shall mean all the municipal rates and taxes, land revenue, assessments, electricity charges (including transmission loss), utility charges and all other outgoings by whatever name called including but not limited to those determined by the Promoter, which shall be final and binding on all the Allottees including the Allottees, each together with the applicable Taxes, interest and penalty thereon, if any.

**35.2 Additional Terms And Covenants Regarding The Total Price, Deposits, Extra Charges Etc., And The Payment Thereof**

- i) In consideration of this Agreement and as and by way of consideration for being granted the specific rights and/or permissions of the nature stipulated in this Agreement, and accepting each of the terms and conditions stipulated in this Agreement, in addition to payment of the Total Price, the Allottees shall be liable and responsible to and hereby agree(s) and undertake(s) to make payment of the various amounts as determined by the Promoter (each together with the applicable Taxes thereon) to the Promoter and/or other entities, each as identified and stipulated by the Promoter, each to be paid/deposited within such time frames as may be determined by the Promoter, it being unequivocally agreed, understood, acknowledged and accepted by the Allottees as follows:-
  - a) that certain deposits are in the nature of transferable deposits and/or funds, which shall be held by the Promoter, free of interest and shall be made over by the Promoter to the Association after its formation, subject to deductions, if any, as ascertained by the Promoter;
  - b) that without making payment of the entirety of each of the Total Price, Interest (if any), TDS Interest (if any) amongst others, each in the manner and within the time periods stipulated by the Promoter and fulfilling each of her obligations, all to the satisfaction of the Promoter, the Allottees shall not be entitled to call upon the



Promoter to hand over the Said Apartment And Properties Appurtenant, and further without making payment of the Common Expenses, the Allottees and/or their Permitted Transferee(s) and/or permitted users/occupiers shall not be entitled to use and enjoy and/or to continue the user and enjoyment of the Common Areas.

- ii) In no event shall the Allottees be entitled to or shall claim/demand any abatement or reduction or deduction in the Total Price on any ground whatsoever or howsoever provided that the Allottees shall only be entitled to deduct from the Apartment & CP Price the amount, if any, towards the prevailing applicable tax deductible at source subject to the Applicable Laws ("TDS").
- iii) It is agreed and understood between the Parties that in the event at any time prior to the expiry of the scheduled date of completion of the Project as envisaged at the time of registration of the Project under the Act and as extended from time to time:
  - a) there be any change, modification, amendment, increase, decrease etc. in any of the Taxes comprising the Apartment & CP Price, Extras and Deposits and/or the manner of computation thereof including but not limited to due to change of/in Applicable Laws; and/or
  - b) any new and/or fresh taxes, cesses, assessments, duties, levies, charges, impositions etc. (central, state or local) by whatever name called be imposed, levied, notified etc. with retrospective effect or otherwise including but not limited to on the Project and/or the Said Apartment And Properties Appurtenant and/or this Agreement and/or the transaction contemplated under this Agreement; and/or then in such an event, each and/or some of the several amounts payable by and/or to be deposited by the Allottees shall accordingly stand increased or decreased, as the case may be, and further some additional amounts may become payable by the Allottees, and the Allottees hereby covenant and undertake to make timely payment/deposit of each of such amounts in terms of the demand and/or revised demands raised by the Promoter provided that in no event shall the Allottees be entitled to call upon the Promoter to refund any amount since then already paid by the Allottees to the Promoter.
- iv) The Allottees shall be bound and obliged to and undertake and covenant to make payment of and/or deposit each amount within the timelines determined/ designated by the Promoter for the same, and while the Promoter shall periodically intimate in writing to the Allottees the amount payable and the Allottees shall make pay/deposit the amount(s)

as demanded by the Promoter within the time period and in the manner specified in such intimation, the Allottees has covenanted and undertaken to and further hereby and hereunder covenant and undertake to make payment of the Total Price in terms of the Payment Plan, it being recorded that the Allottees have informed the Promoter that such schedule of payment comprising the Payment Plan is more convenient to/for the Allottees, and the Allottees covenant and undertake to make each of such payments as and when the same become due.

- v) The Allottees shall be bound and obliged to and undertake to: (i) deposit with the concerned authorities, the TDS if any deducted, within the 7th (seventh) day of the month succeeding the month of payment; and (ii) issue and hand over to the Promoter, the relevant TDS certificate within the time period stipulated by Applicable Laws, failure whereof shall attract and accrue interest on the amount so deducted for the period of default/delay, such interest to be calculated at the rate prescribed/prevaling under the Applicable Laws governing the subject matter of TDS ("TDS Interest"). Delay caused by the Allottees in fulfilling the aforesaid obligation shall be deemed to be an event of default by the Allottees in their payment obligations, which shall entail the same consequences as stated in para/**clause 35.4** herein.
- vi) In case the Promoter condones the default of the Allottees in making timely payment of and/or in depositing any amount and/or in depositing the TDS and/or furnishing the TDS certificate within the stipulated timeline(s), then and in such an event, the Allottees shall, along with the outstanding dues and/or arrears, pay to the Promoter, the Interest and/or the TDS Interest, as the case may be, on each of the amounts remaining unpaid/outstanding for the period of default/delay until the date of actual realization thereof together with the administrative charges in terms of the then prevailing policy of the Promoter in respect thereof. Any condonation granted by the Promoter shall not amount to waiver of the future defaults and/or the breaches and/or delays of/by the Allottees and shall be without prejudice to the other rights of the Promoter.
- vii) Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Allottees (notwithstanding any specific instruction regarding the same having been given/issued by the Allottees) shall, at the first instance, be applied by the Promoter towards payment of the Interest and the TDS Interest ascertained by the Promoter as due and payable by the Allottees, and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Allottees as ascertained by the Promoter, and the Allottees authorize and empower the Promoter to so adjust and/or appropriate all payments made by the Allottees, and the Allottees

undertake not to object to the same and/or to demand/direct the Promoter to adjust the payments in any manner.

- viii) All payments shall be made by the Allottees at the office of the Promoter against proper receipts and in no event shall the Allottees be entitled to set up any oral agreement regarding payment or otherwise. Further, all costs in respect of any payment being made by outstation/dollar cheques, shall be borne and paid by the Allottees. Furthermore, on the dishonor of any banking negotiable instrument on any ground whatsoever, without prejudice to the other rights and remedies of the Promoter and/or of the Other Entities, the Allottees shall compensate the Promoter and/or the Other Entities for every such dishonor by making payment of Rs. 1500/- (Rupees One Thousand Five Hundred only) and applicable taxes, if any, and the Allottees accept(s) and consent(s) to the same.
- ix) In the event the Allottees are a Person of Indian Origin and/or a Non-Resident Indian (as such terms are respectively defined/described under the governing Applicable Laws), the Allottees confirm that all remittances shall be made in compliance with all Applicable Laws as modified/revised from time to time, and the Allottees shall provide the Promoter with all certifications, declarations etc. pertaining to/in support thereof.
- x) All refunds, if any in terms of this Agreement, even to Non-Resident Indians and/or Persons of Indian Origin shall be made in Indian Rupees unless mandated otherwise by the then prevailing Applicable Laws.

### **35.3 Additional Terms And Covenants Regarding Construction**

- i. The date stipulated in para/Clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottees and the Allottees hereby agree and undertake not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in para/Clause 7.1 hereinabove the Said Apartment And Properties Appurtenant is ready for hand over in terms of this Agreement, the Allottees undertake and covenant not to make or raise any objection to the consequent preponement of their payment obligations, having clearly understood and agreed that the payment obligations of the Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan.
- ii. The rights of the Allottees are limited to ownership of the Said Apartment together the Car parking space, if any and the right to use the Common Areas of the Project and the Allottees hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

#### **35.4 Additional terms and covenants regarding Events of Defaults and/or Cancellation and/or Termination, and its consequences**

- i) In the event the Allottees are in breach of and/or has failed to perform and observe any of their covenants, obligations, representations or warranties under this Agreement and/or the terms and conditions of this Agreement, which breach and/or failure has not been remedied despite having been issued a notice in that regard, the Allottees shall be considered under a condition of default, and an Allottees Event of Default shall be deemed to be occurred.
- ii) Without prejudice to and in addition to the events/grounds stated elsewhere in this Agreement on the occurrence whereof the Promoter shall be entitled to terminate this Agreement (each of which also to be treated as an Allottees Event of Default), on the occurrence of an Allottees Event of Default which continues for a period beyond 30 (thirty) days after notice from the Promoter in this regard (such failure being as determined by the Promoter), then without prejudice to the right of the Promoter to charge and recover from the Allottees, Interest and other amounts as stipulated in this Agreement including that for the period of delay, the Promoter shall be entitled, at its option, and is hereby authorized by the Allottees, to determine and/or rescind and/or terminate this Agreement provided that the Promoter shall intimate the Allottees about the Promoter's intention to so terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.
- iii) The Allottees may at any time after the date hereof and without the occurrence of any Promoter Event of Default, but no later than 30 (thirty) days prior to the execution and registration of the Conveyance Deed subject to the terms hereof, by a 30 (thirty) days' notice in writing intimate the Promoter of their intent to terminate this Agreement provided that in view of inter alia the fact that the Promoter has as a consequence of this Agreement blocked the Said Apartment And Properties Appurtenant for the Allottees, on the date of termination of this Agreement by the Promoter and/or by the Allottees (as the case may be) in terms hereof, the undernoted mutually agreed amounts shall, without any further act, deed or thing by the Promoter and/or by the Allottees stand forfeited in favour of the Promoter from out of all the sums paid/deposited till such date by the Allottees to/with the Promoter at the specific instructions of the Promoter (irrespective of the account/head towards which such sum may have been paid/deposited by the

Allottees), and the balance, if any ascertained by the Promoter as payable by the Allottees to the Promoter, shall forthwith and immediately be paid on demand by the Allottees to the Promoter, and the Allottees accept(s) such consequences and consent(s) to the same:-

- (a) a sum equivalent to 10% ( Ten percent) of the Apartment & CP Price together with the applicable Taxes thereon; and
  - (b) the Common Expenses and each of the amounts stipulated hereinabove, as applicable, each payable with effect from the Outgoings Payment Commencement Date till the date of termination (being the date of notification/acceptance/receipt by the Promoter of the termination notice, as the case may be); and the Interest and/or the TDS Interest, if any due, accrued and payable by the Allottees on any amount, as ascertained by the Promoter; and
  - (c) all amounts paid/payable by and/or recoverable from the Allottees towards any of the Taxes; and
  - (d) brokerage/commissions paid to any real estate agent/channel partner/ broker; and
  - (e) the stipulated charges on account of dishonor, if any, of a banking negotiable instrument; and
  - (f) stamp duty, registration fees/ charges, legal fees and charges and any other fees, charges etc. payable/to be paid/ paid on pertaining to this Agreement; and
  - (g) further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Said Apartment And Properties Appurtenant to another buyer and the Total Price of the Allottees if the current Sale Price is less than the Purchase Price.
- iv) The Allottees accept(s) and confirm(s) that:
- a) bearing in mind that the Said Apartment And Properties Appurtenant, would have been kept blocked by the Promoter for the Allottees till the date of termination (as stated hereinabove) the abovementioned mutually agreed amounts are a fair and reasonable estimate of the loss and damage that would be suffered by the Promoter due to the abovementioned termination, and
  - b) all and/or any amounts collected by the Promoter as Taxes/taxes payable and deposited with the concerned authorities shall not be returned/refunded by

the Promoter, and the Allottees shall be free to approach the authorities concerned for refund of such Taxes,

and the Allottees covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand, action etc. contrary to the aforesaid.

- v) In the event after the aforesaid forfeiture, the Promoter ascertains that any amount is to be refunded by the Promoter to the Allottees, such amount will be refunded: (i) without any interest and/or compensation; and (ii) only after the Promoter has entered into a fresh agreement in respect of the Said Apartment And Properties Appurtenant Thereto with any other Person(s). The Allottees acknowledges that it is justifiable for the Promoter to refund the amount, if any ascertained as due by the Promoter to the Allottees, after expiry of a reasonable period of time after the date on which the Promoter enters into the abovementioned new agreement, in as much as the Promoter would be blocking the Said Apartment And Properties Appurtenant, on account of the Allottees, and thus the Allottees agree and covenants not to raise any objection whatsoever or howsoever to the same, and hereby consent to the same.
  
- vi) Upon Cancellation of Allotment as stated in Clause 9.3(ii) above , immediately on the issuance and/or acceptance/receipt of the termination notice by the Promoter, the Allottees shall cease to have any manner of right or claim or demand under this Agreement and/or against the Promoter (save and except receipt of refund, if any, subject to and/or in accordance with the provisions of this para/Clause 35.4) and the Promoter shall stand released and discharged from all its obligations and liabilities under this Agreement, and though none created hereunder, for the avoidance of any doubt, it is confirmed and accepted by the Allottees herein that upon the occurrence of the aforesaid event, any manner of right or interest or claim or demand of the Allottees in respect of/to/over any part or portion of the Land and/or the Project and/or the Said Apartment And Properties Appurtenant Thereto shall automatically and without the execution of any further act, deed or thing by the Allottees and/or the Promoter, stand terminated, cancelled, revoked, surrendered, released, relinquished, disclaimed etc. in favour of the Promoter for all intents and purposes, and the Promoter shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper.
  
- vii) Notwithstanding anything elsewhere to the contrary contained in this agreement

that it is will not be necessary for the Promoter to complete and install all the Common Areas and Installations, facilities and amenities before giving possession to the Allottees. The said apartment shall be deemed to be in a habitable condition as soon as the same is completed internally in accordance with the specifications mentioned in the **Part IV** of the **Schedule - B** hereunder written, the entrance lobby of the Project and at least one lift of the building is made operative and water drainage sewerage and provisional electricity connection are provided in or for the said apartment. The Allottees shall not withhold or make any delay in payment of the consideration money to the Promoter after receiving the possession notice for not making over the part or portion of the Common areas and Installations, facilities and amenities which would be under construction at that time.

- viii) The Promoter shall have the exclusive right to put up any neon sign, hoardings and other display materials of "EK OMKAR", AND "KCK PROMOTERS PVT LTD" on any part or portion of the Common Areas and the Allottees agrees and acknowledges that the Promoter shall be entitled to put up such neon sign, hoardings and other display materials on any part or portion of the Common Areas

**35.5 Additional Terms on Defect Liability:**

The Clause 12 hereinabove shall be subject to the condition that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottees taking over possession of the Said Apartment And Properties Appurtenant, 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;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottees, 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;
- iii) 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;

- iv) If the Allottees after taking actual physical possession of the Said Apartment And Properties Appurtenant, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of 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.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottees or their agents in the manner in which same are required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) Any defect due to force majeure
- ix) Failure to maintain the amenities / equipments
- x) Due to failure of AMC
- xi) Regular wear and tear
- xii) If the Architect 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 Allottees, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

### **35.6 Additional terms and covenants regarding the right of the Promoter to create charge/mortgage**



- i) Notwithstanding anything contained herein, by the execution of this Agreement the Allottees have provided and hereby and hereunder confirm their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the Said Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution and/or any other persons providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of the Allottees. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottees for creation of charge/ mortgage over any part or portion of the Said land and/or the Building, and no separate consent of the Allottees shall be required for the said purpose.
  
- ii) The Promoter undertakes to cause the said bank(s)/financial institution(s) to: (a) issue, if necessary, a no-objection letter in favour of the Allottees/financier bank(s)/ financial institution(s) / any other persons to enable the Allottees to take a home loan from any bank or financial institution for financing the purchase of the Said Apartment And Properties Appurtenant; and (b) upon receipt by the Promoter from the Allottees (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/to be deposited by the Allottees in terms of this Agreement, before execution of the Conveyance Deed in favour of the Allottees, subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrances, if any created by the Promoter over and in respect of the Said Apartment And Properties Appurtenant Thereto, to be discharged and/or released.

**SCHEDULE- "A"**

**Part - I**

**[LAND]**

ALL THAT piece and parcel of land containing by admeasurement an area of 19 Cottahs 14 Chittacks 4 square feet, be the same a little more or less situated, lying and being Premises No. 1 Sarkar Lane (Near Ram Mandir) in PS - Girish Park, Kolkata 700007 within the limits of Kolkata Municipal Corporation, butted and bounded as follows

**On the North** - By Premises No. 3/1C, 3/1D and 3A, Sarkar Lane;

**On the East** - By Sarkar Lane;

**On the West** - Partly by Premises No. 149A, Muktaram Babu Street and partly by No. 157, Muktaram Babu Street; and

**On the South** - Partly by Premises Nos. 161, 159A, 155/1A and 157, Muktaram Babu Street, Kolkata.

And delineated in the map/ plan attached as **Annexure A** hereto

**Part - II**

**[Title]**

By a registered Deed of Conveyance dated 20<sup>th</sup> February, 2007 recorded in Book No.1, C.D. Volume No.52, Pages 4945 to 4959 Being No.13464 for the year 2011, registered with Additional Registrar of Assurances-II, Kolkata one Madho Properties Limited for valuable consideration, sold transferred and conveyed to Piplai Suppliers Private Limited All That piece and parcel of land containing an area of 19 (nineteen) Cottahs 14 (fourteen) Chittacks 4

(four) Square Feet be the same a little more or less, with various sheds and structures thereat lying at the municipal Premises No.1, Sarkar Lane, P.S. Girish Park, Kolkata-700007, within limits of the Kolkata Municipal Corporation, Ward No.25.

Thereafter the said purchaser Piplai Suppliers Private Limited with due process and permission from the Registrar of Companies was converted to Piplai Suppliers LLP with effect from 20.06.2016 and,

By a registered Deed of Conveyance dated 11<sup>th</sup> April, 2019 recorded in Book No.1, Volume No.1903-2019, Pages 69799 to 69836 Being No.190301607 for the year 2019, registered with Additional Registrar of Assurances-III, Kolkata Piplai Suppliers LLP for valuable consideration, sold transferred and conveyed (1) Anadya Projects LLP, (2) Jhnvi Properties LLP and (3) Hopewell Residency LLP All That piece and parcel of land containing an area of 19 (nineteen) Cottahs 14 (fourteen) Chittacks 4 (four) Square Feet be the same a little more or less, with various sheds and structures thereat lying at the municipal Premises No.1, Sarkar Lane, P.S. Girish Park, Kolkata-700007, within limits of the Kolkata Municipal Corporation, Ward No.25.

Thus by way of the above devolution the said (1) Anadya Projects LLP, (2) Jhnvi Properties LLP and (3) Hopewell Residency LLP became the absolute owners in respect of All That piece and parcel of land containing an area of 19 (nineteen) Cottahs 14 (fourteen) Chittacks 4 (four) Square Feet be the same a little more or less, with various sheds and structures thereat lying at the municipal Premises No.1, Sarkar Lane, P.S. Girish Park, Kolkata-700007, within limits of the Kolkata Municipal Corporation, Ward No.25.

#### **SCHEDULE - 'B'**

#### **[DESCRIPTION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT]**

##### **Part -I (SAID APARTMENT)**

All That the Apartment No\_\_\_\_ on the \_\_\_\_ floor of the Building being constructed on the Land as a part of the Project, having a Carpet Area of \_\_\_\_sq.ft. more or less, with the respective areas of the Balcony/Verandah , Open Terrace (if any), if any, being respectively \_\_ sq.ft. more or less, \_\_ sq.ft more or less and \_\_ sq.ft. more or less, thus aggregating to a Built-up Area of \_\_\_\_ sq.ft. more or less.

**Part - II**  
**(CAR PARKING SPACE)**

All That the \_\_ (\_\_\_) number(s) of garage/closed/covered space at the Building/Tower on the Land, as earmarked, identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottees within such space.

**Part III**  
**(FLOOR PLAN)**

As delineated in the map/ plan attached as **Annexure B** hereto

**Part IV**  
**(SPECIFICATIONS)**

1. Dedicated Lifts for each Block.
2. Boundary wall/fencing with gate.
3. Common staff toilet on ground floor.
4. Aluminium anodized window frame or similar.
  
5. Flush Door with branded lock.
6. 4\*2 ft nano flooring tiles.
7. Granite in Lift, Lobby, staircase.
8. Kitchen with counter top, sink and tiles upto 3ft.
9. Sanitary fitting of reputed brand in washroom.
10. Bathroom tiles upto 7ft.
11. Water supply 24 hours.
12. Sufficient switches & electrical points in each flat.
13. Electrical wiring with fireproof copper wires.

**Part -V**  
**(SAID APPLICATION)**

As attached in **Annexure C** hereto

**Part -VI**  
**(SAID ALLOTMENT)**

As attached in **Annexure D** hereto

**SCHEDULE - "C"**  
**[PAYMENT DETAILS]**

**PART-I**  
**(Apartment & CP Price)**

<b>Sl.No.</b>	<b>Consideration/Amount Payable Towards</b>	<b>Rs.</b>
1.	Said Apartment (calculated at the rate of Rs.9940/- (Rupees Nine Thousand Nine Hundred and Forty only) per sq.ft. of the Carpet Area of the Said Apartment)	_____-/-
2.	Car Parking Space	_____-/-
3.	Exclusive Balcony /Verandah	_____-/-
4.	Floor escalation charges	_____-/-
5.	Terrace area	_____-/-
6.	GST	_____-/-
	<b>Total-</b>	_____-/-

**(Extra Charges)**

<b>Maintenance Deposit-</b> This amount is payable against 12 months advance maintenance charges for the said Apartment. That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottees.	Rs._____-/-
<b>Transformer Charges, Amenities Charges, Association Formation Charges etc.</b>  This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement any other electricity supply	Rs. _____-/-

agency for providing and installing transformer at the said Project and other facilities provided	
<b>Legal Charges</b>	Rs._____-/-
<b>CESC and Utility Charges &amp; Incidental Charges</b>	On Actuals
<b>Total Extras Charges (in Rupees)</b>	<b>Rs._____-/-</b>

\*\*\*\*\* Registration Fee, Stamp Duty, Electricity Meter Deposit & Mutation Charges on Actuals

**Part-II**  
**(Payment Plan)**

Sr. No	Particulars	Due Amount/Percentage
1	Booking Amount	10%
2	Agreement to Sale	10%
3	Foundation Completion	10%
4	1 <sup>st</sup> Floor Slab Casting	10%
5	2 <sup>nd</sup> Floor Slab Casting	10%
6	3 <sup>rd</sup> Floor Slab Casting	15%
7	4 <sup>th</sup> Floor Slab Casting	15%
8	Roof Slab Casting	15%
9	On Handover	5%
10	Deposits and Miscellaneous Charges on Handover	

**SCHEDULE-D**

**[COMMON AREAS]**

1. The said Land

2. Area:-

- a) Open and/or covered paths and passages.
- b) Lobbies and staircases of the Said Building.
- c) Stair head room, lift and lift well.
- d) Boundary walls and main gates of the Said Premises.
- e) Landscape, Garden & Children's play area.
- f) Drive ways
- g) Security Room
- h) Terrace open to sky with Amenities

3. Water and Plumbing:

- a) Water reservoirs.
- b) Water tanks.
- c) Water pipes (save those inside any Unit).
- d) Underground tank and installations for fire fighting, if any.

4. Electric Installations:

- a) Wiring and accessories for lighting of Common Portions.
- b) Electric Installations relating to meter for receiving electricity from CESC.
- c) Pump and motor.
- d) Lift and lift machinery.

5. Drains:

- a) Drains, sewers and pipes.
- b) Drainage connection with Municipality, if available.

6. Others:

Other areas and installations and/or equipments, if any, as are provided in the Said Project and/or the Said Premises for common-use and enjoyment of the owners and occupants of the residential portion.

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

**SIGNED SEALED AND  
DELIVERED BY THE WITHIN  
NAMED OWNERS IN THE  
PRESENCE OF:**

**SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED  
PROMOTER IN THE PRESENCE  
OF:**

**SIGNED SEALED AND  
DELIVERED BY THE WITHIN  
NAMED ALLOTTEES IN THE  
PRESENCE OF:**