

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ day of _____,2023

BY AND BETWEEN

M/s L. K. ESTATES PRIVATE LIMITED (PAN NO:AABCL1359F), a Company incorporated under the Companies Act, 1956 and having its registered office at No. 189, Muktaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata 700007, represented by one of its duly authorized constituted attorney Mr. Rakesh Kumar Shyamsukha (Pan:ALWPS4305D) (Aadhaar: 271380705774) by occupation Business, faith Hindu, Citizen of India, working for gain at 1/3A Rammoy Road P.O. Bhowanipore, P.S. Bhowanipore Kolkata 700025, hereinafter referred to as the **OWNER/PARTY OF THE FIRST PART** which term or expression shall unless by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and assigns) of the **FIRSTPART;**

AND

M/S. NOBLE DEVELOPMENTS PVT. LTD. Formerly known as **NOBLE TREXIM PVT. LTD. (PAN NO: AABCN5560A)**, a Private Limited Company, incorporated under the Companies Act, 2013 having its registered office No, 33A, Chandranath Chatterjee Street, P.O and P.S. Bhowanipore, Kolkata – 700 025, represented by its one of the Director Mr. Rakesh Kumar Shyamsukha (Pan No. :ALWPS4305D), (Aadhaar No: 271380705774) son of late Subhakaran Shyamsukha hereinafter called the **PROMOTER/ PARTY OF THE SECOND PART** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include its successor or successors in office and assigns) of the **OTHER PART**.

AND

(1) Mr.Sanjay Gulgulia (PanNo: ADEPG6382Q) (Aadhaar No. 237958414362) son of late Daulat Raj Gulgulia age about 47, **(2) Smt. Julie Gulgulia** (Pan No: ANEPG2777P) (Aadhaar No. 419392101221) wife of Mr. Sanjay Gulgulia, both are residing at 63, Harish Chatterjee Street, Bhowanipore, Kolkata – 700025, hereinafter called the "Allottees" 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**

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

WHEREAS:

- A. The Owner herein is the absolute Owner of ALL THAT the piece and parcel of revenue free land containing by measurement an area of 14 (fourteen) Cottahs, 3 (Three) Chittaks, 29 (Twenty Nine) Sft. (be the same a little more or less) situate lying at and being amalgamated Municipal Premises No.4, Chandra Chatterjee Street, now known as Chandranath Chatterjee Street, P.S.Bhowanipore, under KMC Ward No.71 Kolkata-700025, morefully mentioned in the **Schedule-A**(Said Land). The details of Ownership of the 'Said Land' is morefully mentioned in the **Schedule-A1**.
- B. For the purpose of the development of the "Said Land", the Owner and the promoter have entered into a Development Agreement on 28.01.2020 duly registered at the office of the District Sub -Registrar -II, South 24 Parganas West Bengal, recorded in Book No. I, Volume No.1602-2020, Page from 37744 to 37799, being No.160200777 for the year 2020, hereinafter referred to as the said "Development Agreement". The Owner has also granted a Power of Attorney in favour of the Promoter registered at the office of the District Sub -Registrar D.S.R.-II, South 24 Parganas West Bengal, as Volume No.1602-2020, Page from 37954 to 37978, being No.160200784 for the year 2020,for undertaking development of the "Said Land"and also for authorizing

to sell Developer's allocation area in terms of the above said Development Agreement.

- C. registered registered at the office of DSR – III, in book No. I, Volume No. 1603-2022 pages from 457665 to 457685, being No. 160313335 for the year 2022, First Part and Second Part, for demarcating and recording
- D. The "Said Land" is earmarked for the purpose of building a residential housing project comprising multi-storied Apartments building, car parking spaces and other constructed areas, and the said project shall be known as "**ANTHEM**".
- E. 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 Said Land on which Project is to be constructed have been completed;
- F. The Owner/Promoter have duly intimated the Kolkata Municipal Corporation about commencement of construction work for the said project.
- G. In terms of the above said Development Agreement, the Promoter on behalf of the Owner has obtained the sanctioned plan for the Project from the Kolkata Municipal Corporation vide Building Permit being No. 2022090038 dated. 06.07.2022 The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance of the Real Estate (Regulation and Development) Act, 2016 ("Act") and other laws as applicable.
- H. The Promoter have applied for the registration of the said Project "**ANTHEM**" before the West Bengal Real Estate Regulatory Authority (WB RERA) other laws as applicable.
- I. The Allottees had applied for two Apartments in the Project vide an application dated.....and has been allotted two Apartments hereinafter referred to as the "Apartments" more particularly described in **Schedule-A2** and the floor plan of the combined Apartments is annexed hereto and marked as **Annexure - A**
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all 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, conditions and consideration appearing hereinafter;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell two Apartments to the Allottees hereby agrees to purchase the said two Apartments morefully mentioned in **Schedule-A2**.

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 two Apartments to the Allottees and the Allottees hereby agrees to purchase, the said two Apartments morefully and particularly mentioned in the **Schedule-A2** hereinafter.

1.2 The Total Price payable for both the Apartments is more fully mentioned in the **Schedule-B** hereinafter.

Explanation:

i. The Total Price above includes the booking amount paid by the Allottees to the Promoter towards the both the Apartments.

ii. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the the said Apartments s;

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

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iii. The Promoter shall periodically intimate in writing 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 therein. 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 of the said partially Completed Apartments finished as per specifications morefully mentioned in **Schedule-D** includes recovery of price of proportionate undivided share of land underneath the building, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to

be provided within the Apartments and the Project but it will exclude Taxes, maintenance charges and corpus/ sinking fund.

- 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 which may be levied or imposed by the competent authority from time to time and/or due to abnormal increase in cost of construction after launch of the project, incurred by the Promoter, because of increase in cost of construction materials / labour cost, if approved by the competent authorities, in such event the Allottees shall pay the said additional cost to the Promoter. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottees.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-C** ("Payment Plan") hereafter.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottees by discounting such early payments for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Allottee/s by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein under **Schedule-D** and **Schedule-E** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartments, without the prior written consent of the Allottees as per the provisions of the Act. Provided that the Promoter may 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. The Promoter shall take prior approval of the Allottees for extra charges, if any, as may be applicable for such addition- alteration, required by the Allottees.

The Allottees herein, have decided and informed the Promoter that they will combined both the flats into one flats, and for that whatever changes as may be required and approved by the architect of the project, the Allottees hereby record their consent for such changes, and shall not have

any objection for the same.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottees after the construction of the Building is completed and the 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 then the Promoter shall refund the excess money paid by Allottees within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter may demand that from the Allottees as per the next milestone of the Payment Plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square feet as per **Schedule-B** of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottees shall have the right to the Apartments as mentioned in **Schedule-A2**:
- i. The Allottees shall have exclusive Ownership of the Apartments;
 - ii. The Allottees shall also have right to use the Common Areas transferred to the association of Allottees. Since the share and/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 other occupants, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of Allottees upon formation and registration of the same, and after obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Allottees to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
 - iii. That the computation of the price of the Completed Apartments finished as per specification morefully mentioned in **Schedule-D**, includes recovery of price of proportionate undivided share of land underneath the building, construction of the Apartments and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartments and the Project. However the price excludes Taxes/GST maintenance charges and corpus fund etc.
 - iv. The Allottees has the right to visit the project site to assess the extent of development of the project and their Apartments, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.
- 1.9 It is made clear by the Promoter and the Allottees agrees that the Apartments along with car parking space, if allotted shall be treated as a

single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land underneath the building 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 Apartments to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartments to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottees have paid a sum equivalent to 10% of the total price as booking amount plus applicable GST being part payment towards the Total Price of the Apartments which includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the Apartments as prescribed in the Payment Plan [**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, they shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the this Agreement and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Promoter payable at Kolkata at its office. (No Cash payments will be accepted under any circumstances).

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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 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 any Allottees and such third party shall not have any right in the application/allotment of the said Apartments 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 him/her under any head(s) of dues against lawful outstanding of the Allottees against the Apartments, if any, in his/her name and the Allottees undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartments to the Allottees and the common areas to the association of Allottees subject to the same being formed and registered.

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

The Allottees have seen and satisfied with the title of the Said Land,

proposed layout plan of the Apartments, which has been approved by the competent authority, the proposed specifications, amenities and facilities in respect of the Apartments and the payment plan, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said modified layout plans, (for combined Apartments) floor plans and specifications, amenities and facilities, subject to the terms of this Agreements, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities, subject to Clause 1.6 above and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartments - The Promoter agrees and understands that timely delivery of possession of the Apartments to the Allottees and the common areas to the Association of Allottees is the essence of the Agreements. The Promoter assures to hand over possession of the Apartments along with ready and complete common areas with all specifications, amenities and facilities of the project in place within December.2025 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottees agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartments, Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottees about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottees, the Allottees agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartments, to the Allottees in terms of this Agreement to be taken within one month from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees, after taking possession, agree(s) to pay the

maintenance charges as determined by the Promoter/association of Allottees, as the case may be from the date of the issuance of the completion certificate for the project. The promoter shall hand over the photocopy of completion certificate of the project to the Allottees at the time of conveyance of the same.

- 7.3 Failure of Allottees to take Possession of Apartments - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottees shall take possession of the Apartments 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 Apartments to the Allottees. In case the Allottees fails to take possession within the time provided in para 7.2 such Allottees shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as applicable.
- 7.4 Possession by the Allottees- After obtaining the completion certificate and handing over physical possession of the Apartments to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees upon its formation and Registration;
- 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 proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment.
- 7.6 Compensation - The Promoter shall compensate the Allottees in case of any loss caused to them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartments (i) in accordance with the terms of this Agreements, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of its 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 wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartments, with

interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

Provided that if the Allottees does 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 Apartments which shall be paid by the promoter to the Allottees within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND/OR PROMOTER:

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

- i. The Owner have absolute, clear and marketable title with respect to the said Land; Promoter has the requisite authority and rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Land or the Project;
- iv. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartments;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartments are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartments and common areas till the date of handing over of the project to the association of Allottes;
- vi. The Promoter has the right to enter into this Agreements and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Apartments which will, in any manner, affect the rights of Allottees under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartments to the Allottees in the manner contemplated in this Agreements;

- ix. At the time of execution of the deed of sale the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartments to the Allottees and the common areas to the association of Allottees once the same being formed and Registered;
- x. The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of apartments along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the association of Allottees or not;
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Promoter and/or Owner in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
 - i. Promoter fails to provide ready to move possession of the Apartments to the Allottees within the time period specified in para 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 para 'ready to move possession' shall mean that the Apartments shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed by and between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Promoter under the conditions listed above, Allottees is entitled to the following:
 - i. Stop making further payments 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 interest; or

- ii. The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the Apartments, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice and further subject to the Allottees prior to receipt of refund on the above account from the Promoter, at its own costs and expenses, execute all necessary cancellation related documents required by the Promoter;
- iii. Provided that if any Allottees does not intend to withdraw from the project or terminate the Agreements, they 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 Apartments, which shall be paid by the promoter to the Allottees within 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 fails to make payments for 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 at the rate prescribed in the Rules;
- ii. In case of Default by Allottees under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the Apartments in favour of the Allottees and refund the money paid by the Allottees by deducting the booking amount and the interest liabilities and there after this Agreement shall stand terminated, subject to compliance of clause 33.8.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartments as per **Schedule-B** under the Agreement from the Allottees, shall execute a deed of sale drafted by the Promoter's Advocate and convey the title of the Apartments together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate to the Allottees:

However, in case the Allottees fails to deposit the stamp duty and/or registration charges with the concerned authorities within the period

mentioned in the notice, the Allottees authorizes the Promoter to withhold registration of the deed of sale in their favour till payment of stamp duty and registration charges and the Allottees shall be bound by its obligations as morefully mentioned in clause 7.3 of this agreement.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project either by itself or through its nominated agent till the taking over of the maintenance of the project by the association of Allottees, for a maximum period of 1 (one) year upon the issuance of the completion certificate of the project.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 years by the Allottees from the date of obtaining completion certificate, 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.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCECHARGES

The Allottees hereby agrees to purchase the said Apartments on the specific understanding that his/her/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 In-charge (or the maintenance agency appointed by it) and performance by the Allottees of all his/her/their obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

14. R1GHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartments 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 Basement and Service Areas: The basement(s) and service areas, if any, as located within the

_____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- Subject to para 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartments at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartments, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartments and keep the Apartments, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- The Allottees further undertakes, assures and guarantees that he/she/they would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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, design and/or colour scheme. Further the Allottees shall not store any hazardous or combustible goods in the Apartments or place any material in the common passages or staircase of the Building. The Allottees shall also not remove any wall including the outer and load bearing wall of the Apartments.
- The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. 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 two

Apartments with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement its shall not mortgage or create a charge on the Apartments and if any such mortgage or charge is made or created then not with standing 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 Apartments. During the period of construction or before that, the promoter may obtain construction Finance but without creating any liability on Allottees.

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 Apartments Ownership Act, 1972, The Promoter showing compliance of various laws/ regulations as applicable in said Act.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees signs and delivers this Agreements 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, as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the 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. The booking application of the Allottees at the option of promoter may be treated as cancelled and all sums deposited by the Allottees in connection therewith 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 Apartments.

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 TRANSFEREE:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the its and the Project shall equally be applicable and enforceable on the said subsequent Transferee of the Apartments, in case of a transfer, the said obligations go along with the Apartments for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreements, 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.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreements and to the extent

necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. FURTHER ASSURANCES:

All 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 completed only upon its execution by the Promoter/ Owner through their duly 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/ Owner or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar. 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 e-mail.

It shall be the 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/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the 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 under the Arbitration and Conciliation Act, 1996.

The additional terms and conditions mention hereunder are as agreed between the Promoter and the Allottees of the project, the same are not in derogation of or inconsistent with the terms and conditions set out herein (clause No. 1 to 33) or the said Act.

34. ADDITIONAL TERMS AND CONDITIONS:

- 34.1 The Allottees prior to execution of the Deed of Sale, if intent to nominate his/her/their provisionally Allotted Apartments unto and in favor of any other person or persons in his/her/their place and stead, the Allottee may do so with the permission of the Promoter subject to payment of administrative charges to the Promoter @ 2% (two per cent) of the total transfer price or purchase price of Unit whichever is higher.
- 34.2 Notwithstanding anything contained herein, by the execution of this Agreement the Allottees has/have provided and hereby and hereunder confirm(s) his/her/its/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 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 it self 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 Project land and/or the Building, and no separate consent of the Allottees shall be required for the said purpose.

- 34.3 In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottees and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartments and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ Financial Institution.
- 34.4 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.5 Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area, and the Allottees shall not have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Apartments has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent extensions/additions in the project to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottees is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this project and in that case the Promoter may decide to provide for a passage way across this project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owner of the Adjoining land which shall be perpetually binding upon the Apartments Owner of this project and their Association. The Promoter may extend the size of the project as presently envisaged by causing development of another Project/Phase on land contiguous to the present project whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this project with shared infrastructure and common facilities which means that the facilities available in this project will be available for use to residents of the

extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases.

- 34.6 The Possession Date has been accepted by the Allottees. However, if the said Apartment is made ready prior to the Completion Date, the Allottees undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood 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.
- 34.7 The right of the Allottees shall remain restricted to his/her/their respective Apartments and the properties appurtenant thereto and the Allottees shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartments or space and/or any other portions of the Project. The Promoters shall at all times be entitled to deal with and dispose of all unsold/un-allotted Apartments, car parking spaces which are not earmarked for the common use, or any other constructed spaces/portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottees hereby accepts and to which the Allottees, under no circumstances, shall be entitled to raise any objection.
- 34.8 In the event of cancellation of allotment the balance amount of money paid by the Allottees (other than booking money, Taxes paid by the Allottees and/or stamp duty and registration charges incurred by the Allottees) shall be returned by the Promoter to the Allottees without interest, out of the amounts received by the Promoter against sale of the Designated Apartments to any other interested person. 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 Apartments to another buyer and the Purchase Price of the Allottees if the current Sale Price is less than the Purchase Price. The Allottees shall prior to receipt of refund on the above account from the Promoter, at his/her own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- 34.9 If due to any act, default or omission on the part of the Allottees, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottees shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.10 The Promoter has informed and the Allottees is aware that in the Project there are several kind of car parking spaces such as covered open to sky surface parking/dependent back to back parking facilities will be

available in the Project. Therefore for better understanding, management and discipline amongst Allottees of the Project, the Promoter shall as per approved plan specifically mark /tag each of the parking spaces with the apartments for which the same is being identified and the same shall be binding to all the Allottees.

- 34.11 The Promoter will not entertain any request for modification in the internal layouts of the Apartments. In case the Allottees desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartments booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartments. For this purpose, in only those cases where the Allottees has made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottees access to the Apartments prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.
- 34.12 The Allottees knows that some reduction in carpet area may happen due to plastering but the same may be limited to 1% of floor area and the Allottees shall not raise any claim against the Promoter within this limit. Similarly due to outside plaster, the built up area of Apartments and common area may increase, but the same may be limited to 1% of floor area.
- 34.13 The Allotment is personal and the Allottees shall not be entitled to transfer, let out, alienate the Apartments without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the total price and other amounts and registered conveyance the Allottees shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartments for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Transferee of the Apartments in case of a transfer, as the said obligations go along with the Apartments for all intents and purposes.
- 34.14 The Allottees shall be liable to pay all Tax, impositions etc. in respect of the said Apartments from the date of issuance of Completion Certificate by the competent authority.
- 34.15 The Promoter shall take necessary steps for formation of an Association of Allottees as contemplated as per law in accordance with the provision of West Bengal Apartments Ownership Act, 1972. The Allottees of the project shall, compulsory become a member of the said Association and apart from the said Association, the Allottees/s should not form or become member of any other Association. The Allottees is obliged to and will

necessarily sign all applications, declarations, and relevant documents as may be required for formation of the said Association of Allottees, as and when required.

34.16 The cost of maintenance of Apartments and Car Parking spaces will be paid/borne by the Allottees from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottees and thereafter to the association of Allottees. The Allottees shall before taking possession of the Apartments pay @Rs.84/- per sq. ft. on the built-up area of the Apartments together with applicable GST towards cost of such maintenance of the Apartments for the initial period of one year. The Allottees shall additionally pay @Rs.84/- per sq. ft. on the built-up area of the apartments towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder. In case if Promoter is required/compelled to provide the maintenance services of the project beyond 1st year, in such case the promoter will be entitled to the administrative charges equivalent to 15% of overall annual maintenance expenses/charges.

- i. Establishment and all other capital and operational expenses of the Association.
- ii. All charges and deposits for supplies of common utilities.
- iii. All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- iv. All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc.
- v. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartments) walls of the New Building/s.
- vi. All expenses for running and operating all machinery, equipment's and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- vii. All expenses required to be incurred on account of renewal of NOCs, Licence and AMC for all equipment, machineries and lifts installed in the project.

- viii. Municipal tax, multi-storeyed building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartments of Allottees.
- ix. Creation of sinking fund for replacement, renovation and other periodic expenses of equipment's.
- x. The salaries and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians etc. including perquisites, bonus and other emoluments and benefits.
- xi. All the fees and charges payable to the agency, if appointed for looking after the maintenance services including all the statutory taxes.

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. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottees shall ask for any deduction for the same.

34.17 It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Apartments Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment's (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottees ends before the defect liability period and such warranties are covered under the maintenance of the said Apartments/building/phase wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common amenities and facilities wherever applicable. The Allottees has been made aware and the Allottees expressly agrees that the regular wear and tear of the Apartments/Building excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottees it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material

used in the structure of the Apartments and in the workmanship executed.

34.18 That Allottees shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project "**ANTHEM**" and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

34.19 That on and from the date of possession of the said Apartments, the Allottees shall:

- a. Co-operate in the management and maintenance of the said project "**ANTHEM**"
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including applicable GST thereupon.
- d. The Allottees shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottees shall be liable to pay interest @2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottees shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottees hereby consents to the same:
 - i. to discontinue the supply of electricity to the "Said Apartments".
 - ii. to disconnect the water supply
 - iii. not to allow the usage of lifts, either by Allottees, his/her/their family members, domestic help and visitors.
 - iv. to discontinue the facility of DG Power back-up if provided

- v. to discontinue the usage of all amenities and facilities provided in the said project "**ANTHEM**" to the Allottees and his/her/their family members/guests.
- vi. The Promoter / Association as the case may be shall be having lien on the "Said Apartments" for such unpaid amount of Maintenance Charges.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottees has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottees.
- f. Use the said Apartments for residential purpose only.
- g. Use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars. In case the Allottees is provided facility of parking which is inter-dependent such as Back to Back parking with any other parking facility in the whole complex or any part thereof then the Allottees shall co-operate for the ingress and egress of car of the other Apartments owner of such facility or any other Co-owners in the Project.
- h. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- i. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- j. Not to sub-divide the Apartments and Car Parking Space under any circumstances.
- k. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the New Building and/or the adjoining building/s.
- l. Not to place or cause to be placed any article or object in the common area.
- m. Not to injure, harm or damage the Common Area or any other Apartments in the New Building by making any alterations or withdrawing any support or otherwise.
- n. Not to park any vehicle 2/4 wheeler, in the said project, unless the right to park the same is obtained and/or acquired by Allottees.

- o. Not to make any addition, alteration in the structure of the building, internally within the Apartments or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- p.** Not to slaughter or permit to be slaughtered any live animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartments Owner and/or occupiers of the said new building "**ANTHEM**".
- q. Not to keep in the said Apartments any article or thing which is and/or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartments and/or any other Apartments in the said project.
- r. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottees or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- s. Not to keep or harboured Bird or animal in the common area 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.
- t. Not to Change/alter/modify the name of the Project.
- u. Not to close or permit the closing of Verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the external doors and windows including grills of the 'Said Apartments' which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association may affect the elevation in respect of the exterior walls of the said building.
- v. Not to use the said Apartments or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial

or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- w. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
 - x. Not to let out or part with possession of the Car Parking Space excepting as a whole with the said Apartments to anyone else, or excepting to a person who owns an Apartments in the building and the Allottees will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
 - y. Not to encumber the said Apartments in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartments in favour of the Allottees.
 - z. To ensure that all interior work of furniture, fixtures and furbishing of the said Apartments, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Allottees of the new building "**ANTHEM.**"
35. **To be read with point no.7.3** in para 7.2, municipal tax and other outgoings and further holding charge of Rs.10,000/- per month or part thereof for the period of delay in taking possession. The Promoter shall not be responsible for any damage caused to the said Apartments on account of delay in taking possession and in such an event; the Allottees will have to take possession of the same on as is what is basis.

SCHEDULE-A
(SAIDLAND)

ALL THAT the piece and parcel of land as per deeds containing an area of about 14 Cottahs, 03 Chittaks and 29 Sq.ft. more or less, along with the old structures situated thereon being amalgamated premises No. 4, Chandra Chatterjee Street also Known as Chandranath Chatterjee Street, Kolkata – 700 025, within the limits of the Kolkata Municipal Corporation Ward No. 71 and butted and bounded as follows:-

ON THE SOUTH : By Chandra Chatterjee Street also known as Chandranath Chatterjee Street. 3.207 mt , 0.356 mt. 5.250 mt, 12.773 mt, 3.055 mt.

ON THE NORTH : By Premises No 5B Chandra Chatterjee Street also known as Chandranath Chatterjee Street, 20.804 mt, 3.177 mt.

ON THE EAST : By 3.508mt. wide **common passage**, 5.430 mt, 5.711 mt, 3.988 mt,
1.210 mt, 8.963 mt,14.710 mt.

ON THE WEST : By Premises No 6A, 6B, 6C, 6D & 6E Chandra Chatterjee Street also known as Chandranath Chatterjee Street, 0.206 mt, 5.192 mt, 12.250 mt, 2.958mt, 6.130 mt, 3.163mt. 8.814mt.

SCHEDULE-A1
(DETAILS OF OWNERHIP)

WHEREAS:

1. By virtue of nine registered deeds of conveyances, as per the table given below, the Party of the First Part, M/s L K Estates Pvt Ltd have become the owner of the "Said Land", under now amalgamated premises no 4 Chandra Chatterjee Street also known as Chandranath Chatterjee Street.

Details of land purchased as per deeds for premises No 4 & 5 ChandranathChatterjee Street						
SL No	Deed No	Dated	Total Land area of the premises	Share purchased	Land area purchased	Premises No
1	00103	29.12.2005	6k 15 Ch. 19 sft	1/10th	11Ch. 6 sft	5, CNC Street
2	09306	07.10.2005	5k 6 Ch. 10 sft	1/3rd	1K 12 Ch. 33 sft	4, CNC Street
	09306	07.10.2005	1k 14 Chittacks	1/3rd	10 Ch.	5, CNC Street
3	00261	23.11.2005	6k 15 Ch. 19 sft	1/5th	1K 6 Ch 13 sft	5, CNC Street
4	00113	19.12.2005	5k 6 Ch. 10 sft	1/3rd	1K 12 Ch. 33 sft	4, CNC Street
	00113	19.12.2005	1k 14 Chittacks	1/3rd	10Ch.	5, CNC Street
5	00111	19.12.2005	5K 6 Ch.10 sft	1/3rd	1K 12 Ch. 33 sft	4, CNC Street
	00111	19.12.2005	1K 14 Chittacks	1/3rd	10 Ch.	5, CNC Street
6	00264	23.11.2005	6K 15 Ch. 19 sft	1/5th	1K 6 Ch 13 sft	5, CNC Street
7	00172	23.11.2005	6K 15 Ch. 19 sft	1/10th	11Ch. 6 sft	5, CNC Street
8	00262	23.11.2005	6K 15 Ch. 19 sft	1/5th	1K 6 Ch 13 sft	5, CNC Street
9	00265	23.11.2005	6K 15 Ch.19 sft	1/5th	1K 6 Ch 13 sft	5, CNC Street

			Total Land purchased	14K 3 Ch. 29 sft	
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SCHEDULE-A2
(APARTMENT)

ALL THAT the Residential Apartments (under construction), being No. **4A**, AND No.**4B** on the 4th floor, total measuring **2256** sq. ft. built-up area (more or less) and corresponding carpet area of the Apartments is **1835** sq. ft. more or less (excluding balcony open terrace, if any), with facility to park medium size road worthy passenger car in the allotted open car parking space, being no. **DOC-1** & covered car parking being No. **D-4** & **D-13** and as per sanction plan **OC-5, 07 & 15** together with right to use the common area, amenities and facilities more fully mentioned in **Schedule-E**, of the said new building **“ANTHEM”** at Premises No. No.4, Chandra Chatterjee Street, now known as Chandranath Chatterjee Street, P. S. Bhowanipore, under KMC Ward No.71 Kolkata-700025.

SCHEDULE-B
(TOTAL PRICE)

- Total price for the Apartments including
Right to park being open car parking space, being no.**DOC-1** & covered car parking being No.**D-4** & **D-13** and as per sanction plan **OC-5, 07 & 15** of four wheeler Medium size passenger car, in the allotted space.

Rs.3,13,53,956/-

Total Price

Rs.3,13,53,956/-

(Rupees Three Crore Thirteen Lakhs Fifty Three Thousand Nine Hundred Fifty Six only).

MEMO OF CONSIDARTION

1) RECEIVED by cheque No. 031587 dated of SBI Rs. 10,00,000/-

2) RECEIVED by cheque No. dated.....of SBI Rs. 50,000/-

Total..... /-

(.....) ONLY

WITNESS:

1.

2.

SIGNATURE OF THE DEVELOPER

SCHEDULE-C
(PAYMENT PLAN)

PAYMENT SCHEDULE		
Sl	Particulars	Percentage
1	On Application	10Lakhs
2	WITHIN 30 DAYS OF BOOKING UPON AFS	20% (LESS ADVANCE)
3	ON COMPLETION OF PILING/FOUNDATION	10%
4	ON COMPLETION OF 1ST FLOOR SLAB CASTING	7.50%
5	ON COMPLETION OF 2ND FLOOR SLAB CASTING	7.50%
6	ON COMPLETION OF 3RD FLOOR SLAB CASTING	7.50%
7	ON COMPLETION OF 4TH FLOOR SLAB CASTING	7.50%
8	ON COMPLETION OF BLOCK WORK OF UNIT	10%
9	ON COMPLETION OF INSIDE PLASTER	10%
10	ON COMPLETION OF FLOORING WORK OF UNIT	10%
11	ON POSSESSION	10%
	MAINTENANCE DEPOSIT(for one year in advance) – ON POSSESSION	Rs. 84/SFT+GST
	SINKING FUND – ON POSSESSION	Rs. 84/SFT

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

The Promoter has clarified and the Allottees has agreed that after booking of an Apartments, the Allottees shall be liable to make payment as per the Demand to be raised by the Promoter in terms of this Agreement.

SCHEDULE-D
(SPECIFICATIONS, AMENITIES & FACILITIES)

Foundation & Structure:	Structure designed for the optimum wind & seismic considerations as stipulated by the IS code, for better safety.
	Foundation with Auger Piles & Pile Caps
	RCC super structure with AAC block wall
Building Envelope:	With a modern elevation and meticulously designed/planned, externally painted with mix of anti-fungal and texture/acrylic emulsion paint to increase durability and prevent fungus.
Living /Dining Room:	
Wall/ Ceiling	Cement Plaster
Main door	Designer Panel door with video door phone & digital lock.
Hardware & Fittings	Branded locks and hardware fittings of Yale, Haffle, Dorset, Godrej, or equivalent make.
Windows	Aluminium powder coated/High quality UPVC windows with glass panes.
Electrical	The electric line from ground floor meter box to D.B Box in the Apartment.
Bedrooms:	
Wall/ Ceiling	Cement Plaster
Windows	Aluminium powder coated/High quality UPVC windows with glass panes
Balcony:	
Wall	Cement Plaster
Door	Aluminium powder coated sliding door with glass panes.
Railing	SS/Aluminium with glass
Kitchen:	
Ceiling and Walls	Cement Plaster
Window	Aluminium powder coated/High quality UPVC windows with glass panes and provision for exhaust fan
Plumbing	Concealed pipe line for kitchen sink and water filter
Toilet :	
Wall	Cement plaster
Ceiling	Cement plaster
Window	Aluminium powder coated/ High quality UPVC windows with glass panes and provision for exhaust fan

Plumbing	Concealed pipe line for water and drainage including gyser.
Air Conditioning:	VRV Air-Conditioning in all Bedrooms and Living/Dining area.
Ground Floor Lobby:	
Flooring	Italian Marble / Granite/Good quality Tiles
Wall	Combination of Italian marble/Granite/Veneer/Paint/Textured Paint as per suggestion of the consultant.
Ceiling	False ceiling with light fixtures.
Typical Floor Lobby:	
Flooring	Good Quality Vitrified tiles of Kajaria, Nitco or equivalent brand.
Wall	Combination of tiles & paint and/or as may be suggested by the consultant.
Ceiling	Plaster Putty/Gypsum Plaster
Lifts:	Otis / Kone / Schindler/ Mitsubishi or equivalent make, 1 No Passenger lift.
24x7 security	Sufficient Power back-up to run your electrical appliances.
	Video door phone facility with intercom system
	24X7 round the clock security
	Security surveillance facility with CCTV on ground floor common areas.
	Optimum power Back-up for common area & utilities with automatic changeover system for DGs
Green Initiatives:	Water efficient fixtures.
	Landscaping with use of native plants in the ground. floor and roof.
	Use of SRI tiles to reduce heat on the roof
	Use of LED lights in common areas.
Health & Safety:	24 hour treated water supply through water treatment plant.
	Superior quality waterproofing wherever necessary
	Quality earthing for all electro-mechanical gadgets
	Sufficient project illumination through compound & street lighting inside the building.

SCHEDULE-E
(COMMON AREAS, AMENITIES & FACILITIES)

1. Driveway
2. Security Room
3. Entrance lobby
4. Lift, staircase lobby and other common areas
5. Common toilets in the ground floor/roof
6. Electrical Meter room
7. Overhead Water Tank
8. Underground Water Reservoir

9. Staircase Overhead
10. Lift and its installation.
11. Lift Machine Room.
12. Electrical installations
13. DG Generator sets and control panels
14. Intercom
15. Water Treatment Plant
16. Water distribution pipes all around the building.
17. Drainage & sewage lines.
18. Surveillance facility with CCTV on ground floor common areas
19. Sufficient project illumination through compound and street lighting inside the building
20. Energy efficient LED lightning in common areas
21. "Said Land" under the premises.

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

SIGNED AND DELIVERED BY THE
WITHIN NAME OWNER:

Signature:

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN
NAMED PROMOTER:

Signature:

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN
NAMED ALLOTTEES: (including joint buyers)

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

WITNESSES:

1. Signature:

Name:

Address:

2. Signature :

Name:

Address: