

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this day of Two Thousand and Twenty Three (2023) at Kolkata, West Bengal.

BETWEEN

SMT. ANURUPA SEN (having Income Tax PAN BFRPS6656F, Aadhaar No. 7073 8060 6258, Mobile No. 8910667408), wife of Late Saibal Kanti Sen, by faith Hindu, by occupation Landowners, residing at No.60, Avenue South, Santoshpur, Kolkata-700 075, Post Office Santoshpur, Police Station Survey Park, hereinafter, referred to as the "**VENDOR/ LANDOWNER**" (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 **FIRST PART**;

AND

CALCUTTA SHELTER PVT. LTD. (having PAN AAFCC9312D, CIN U45400WB2014PTC204698, MSME Registered), a Company incorporated under the Companies Act 1956, a Civil Construction Company having Registered Office at B-34, Survey Park, Santoshpur, Kolkata -700075, Post Office Santoshpur, Police Station Survey Park, District South 24-Parganas , being represented by its Directors, namely, namely **(1) SRI SAMITAVA DUTTA (having PAN AIDPD2231K, Aadhaar No.2509 9569 6813)**, son of Late Hare Krishna Dutta and **(2) SMT. MAYA DUTTA (having PAN AOGPD4386L, Aadhaar No.2561 3474 2499)**, wife of Sri Samitava Dutta both residing at B-34, Survey Park, Santoshpur, Kolkata – 700075, Post Office Santoshpur, Police Station Survey Park, District South 24-Parganas, hereinafter, called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office and assigns etc.) of the **SECOND PART**.

AND

_____ (**having PAN** _____, **Aadhaar No.** _____), son of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, Post Office _____, Police Station _____, hereinafter, jointly, called and referred to as the "**PURCHASER**" (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **THIRD PART**".

The Developer, Vendor and Purchaser/Allottee shall hereinafter collectively referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS One Smt. Lila Majumder, wife of Prakash Gobinda Majumder, resident of No.22, Rabindra Nath Thakur Road, Santoshpur was the absolute owner of 3 Cottahs 11 Chhitacks 15 Sq. ft. more or less of land situated lying at Mouza Santoshpur, J.L. No.22, comprised in C.S. Dag Nos.185, 187, 190 under C.S. Khatian Nos.28, 284 and she acquired her ownership over the said plot of land by virtue of purchase of the same under a Deed of Sale dtd.27-11-1961 executed by Smt. Makhm Bala Das in her favour and registered at the Office of Sub-Registrar Alipore Sadar and recorded in its Book No.I, Volume No.155, at Pages 217 to 222, Being No.9070 for the year 1961.

AND WHEREAS The said Smt. Lila Majumder, being the owner of above property, by a Deed of Sale dtd.26-12-1963 sold the said property in favour of Saibal Kanti Sen and Pradip Kumar Sen, both Sons of Late Gopal Chandra Sen at a valuable consideration and the said Deed of Sale was registered at the Office of District Sub-Registrar Alipore and recorded in its Book No.I, Volume No.196, at Pages 54 to 63, Being No.10002 for the year 1963.

AND WHEREAS Out of the joint owners i.e., Saibal Kanti Sen and Pradip Kumar Sen, the said Pradip Kumar Sen by a Deed of Gift dtd.29-04-1986 transferred and conveyed ALL THAT his undivided $\frac{1}{2}$ (one-half) share in above property unto and in favour of his Brother i.e., Saibal Kanti Sen, for the consideration of natural love and affection therein mentioned and the said Deed of Gift was registered at the Office of Sub-Registrar Alipore and recorded in its Book No.I, Volume No.154, at Pages 117 to 130, Being No.7362 for the year 1986.

AND WHEREAS In the event Saibal Kanti Sen, the Owner herein acquired his absolute ownership over the aforesaid property having land area of 3 Cottahs 11 Chhitacks 15 Sq. ft. more or less and being the owner of the said plot of land, the owner constructed a Two storied building having Built-up area of 1917 Sq. ft. more or less within the said property and the entire property was/is recorded as Municipal Premises No.190, Avenue South Road (Mailing Address 60, Avenue South, Santoshpur, Kolkata-700 075), under Ward No.103 of the Kolkata Municipal Corporation and the said property was/is being assessed in the name of the owner herein bearing Assessee No.311030801901.

AND WHEREAS The said Saibal Kanti Sen was thus seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of 3 Cotthas 11 Chhitacks 15 Sq. ft. more or less of Bastu land together with old Two storied Dwelling House having Built-up area of 1917 Sq. ft. more or less thereon or on part thereof situated lying at Mouza Santoshpur, J. L. No. 22, Pargana Khaspur, comprised in C.S.Dag Nos. 185,187, 190 under C.S. Khatian Nos. 28,284, Police Station Survey Park (formerly Purba Jadavpur) Adtl. District Sub-Registration Office Sealdah, District South 24-Parganas, being the **Premises No.190, Avenue South Road (Mailing Address 60, Avenue South, Santoshpur, Kolkata- 700 075)**, under Ward No. 103 of The Kolkata Municipal Corporation.

AND WHEREAS Being the absolute owner of the property as aforesaid, the said Saibal Kanti Sen had died intestate on the date of 17th day of July, 2020 leaving behind his wife Smt. Anurupa Sen, one Daughter Smt. Karabi Sen and one Son Sri. Arup Sen as his Heirs/Heiress who jointly inherited the above property having undivided $\frac{1}{3}$ rd share each therein as per provisions of the Hindu Succession Act, 1956

AND WHEREAS the aforesaid land situated at Premises No.190, Avenue South Road (Mailing Address 60, Avenue South, Santoshpur, Kolkata-700 075), was physically measured and upon such measurement the actual land area in the aforesaid premises was found as 3 (Three) Cotthas 10 (Ten) Chhitacks 28.838 (twenty-eight point eight three eight) Sq. ft. more or less of Bastu land together with old Two storied Dwelling House having Built-up area of 1917 Sq. ft. more or less and the said owners i.e., the Legal Heirs of said Saibal Kanti Sen, since deceased were in joint possession thereof.

AND WHEREAS Thereafter, out of the aforesaid joint owners of the property Smt. Karabi Sen and Sri. Arup Sen, the daughter and son of said Saibal Kanti Sen, since deceased by and/or under a Deed of Gift Dated 10-03-2023, registered at the office of District Sub-Registrar -III Alipore South 24-Parganas and was recorded in its Book No.1, Vol. No.1603-2023, Page from 105167 to 105187, Being No.160303683

for the year 2023 for the consideration of respect and natural love and affection towards their Mother Smt. Anurupa Sen jointly conveyed and transferred their undivided 1/3rd share each in the said property aggregating to undivided 2/3rd share equivalent to 2 Cottahs 7 Chhitacks 4.225 Sq. ft. out of 3 Cottahs 10 Chhitacks 28.838 Sq. ft. more or less of land and 1278 Sq. ft. more or less of Area in the building out of Total area of 1917 Sq. ft. more or less in the old two storied building standing situated lying at and being the **Premises No.190, Avenue South Road (Mailing Address 60, Avenue South, Santoshpur, Kolkata-700 075).**

AND WHEREAS Upon transfer of the aforesaid undivided 2/3rd share in the said premises, Smt. Anurupa Sen retained her absolute Ownership in respect of ALL THAT the piece and parcel of 3 (three) Cottahas 10 (ten) Chhitacks 28.838 (twenty-eight point eight three eight) Sq. ft. more or less of Bastu land together with old Two storied Dwelling House having Built-up area of 1917 Sq. ft. more or less standing thereon or on part thereof situated lying at Mouza Santoshpur, J. L. No. 22, Pargana Khaspur, comprised in C.S.Dag Nos.185,187, 190, under Khatian Nos. 28,284, Police Station Survey Park (formerly Purba Jadavpur) Adtl. District Sub-Registration Office Sealdah, District South 24-Parganas, being the **Premises No.190, Avenue South Road (Mailing Address 60, Avenue South, Santoshpur, Kolkata-700 075).**

AND WHEREAS In course of time Smt. Anurupa Sen, the Landowner herein out of natural love and affection had decided to convey and transfer by way of Gift a Part/Portion of the said Premises and with the said intention, by a Deed of Gift dtd.13-03-2023 registered at the office of District Sub-Registrar –III Alipore South 24-Parganas and was recorded in its Book No.1, Vol. No.1603-2023, Page from 133085 to 133107, Being No.160304442 for the year 2023 conveyed and transferred ALL THAT the **divided and demarcated portion of land** measuring 8 (eight) Chhitacks 28.58 (twenty-eight point five eight) Sq. ft. in North-West side out of total area of 3 Cottahs 10 Chhitacks 28.838 Sq. ft. more or less situated lying at and being the **Portion of Premises No.190, Avenue South Road (Mailing Address 60, Avenue South, Santoshpur, Kolkata-700 075),** unto and in favour of Smt. Karabi Sen and Sri. Arup Sen, being her daughter and son.

AND WHEREAS After the said Deed Gift of the said divided demarcated portion of the said property under the Deed of Gift dtd.13-03-2023 as aforesaid, at present the land area in the said Premises No.190, Avenue South Road, **Assessee No. 31-103-08-0190-1** (Mailing Address 60, Avenue South, Santoshpur, Kolkata-700 075), stands as 209.054 Sq. Mtr., equivalent to 3 Cottahs 2 Chhitacks more or less.

AND WHEREAS the Owner i.e. Smt. Anurupa Sen had been enjoying the right, title, interest and possession in respect of the said Premises No.190, Avenue South Road, (Mailing Address 60, Avenue South, Santoshpur, Kolkata-700 075), stands as 209.054 Sq. Mtr., equivalent to 3 Cottahs 2 Chhitacks more or less morefully mentioned in the **FIRST SCHEDULE** hereunder and mutated its name before Kolkata Municipal Corporation under **Assessee No. 31-103-08-0190-1** and it has been paying its taxes regularly in respect of Schedule **Premises.**

AND WHEREAS the Vendor decided to undertake the development of the said Property by causing new building and/or buildings to be constructed at the said Property and for the purpose of undertaking the development of the said Property, the Vendor decided that the Developer will undertake the development of the said Property and accordingly by a **'JOINT DEVELOPMENT AGREEMENT'** dated 26th April 2023, registered at the **Office of District Sub Registrar – III, South 24 Parganas, Alipore, being Deed No. – 160305363 for the year 2023 registered in Book No. – I, Volume No. 1603-2023, written in Page No. 158642 to 158675** entered between **SMT. ANURUPA SEN**, Vendor herein, therein referred to as the Owner of the One Part and **M/s. CALCUTTA SHELTER PVT. LTD.**, the Developer herein therein referred to as the Developer of the Other Part

and Vendor granted the exclusive right of development in respect of the said Property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said 'JDA').

AND WHEREAS Vendor has also executed a Registered Development 'POWER OF ATTORNEY' on 26th April, 2023, in favour of the Developer vide Deed No. – 160305373 for the year 2023 registered in Book No. – I, Volume No. 1603-2023, written in Page No. 158549 to 158570 entered between SMT. ANURUPA SEN, granting the several powers therein stated, for smooth execution of the construction works and selling of the Flats/ Units to the intending buyers, in terms of the said 'Joint Development Agreement' dated 26th April 2023 .

AND WHEREAS the Vendor and Developer have jointly agreed to sell flats available to the respective purchasers /holders of the respective buildings to be constructed by the said Developer. The rights of access to and from the respective flats of the respective buildings to be purchased by the respective purchasers including the above named purchaser from through and along the pathways and passages provided in lay out on the ground floor of the said Building/Complex for better enjoyment of facilities, amenities and use and convenience of ingress and egress from the main public Municipal Road up to the places of the respective buildings in the said complex.

AND WHEREAS by and under the said JDA it has been agreed by the Vendor, that the Developer shall be entitled to enter into agreements for sale and transfer of the various flats units apartments constructed spaces and car parking spaces in its own name and to receive realize and collect the amount of consideration and other amounts in its own name and that the net sale proceeds accruing consequent to sale and transfer of the Developer shall be apportioned amongst the Vendor and Developer in the manner as provided for in the said JDA.

AND WHEREAS in pursuance of the said JDA and in furtherance thereof the Developer has commenced the work of construction of new building and/or buildings at the said Premises, comprise of various self contained flats units, apartments, constructed spaces and Car Parking Spaces (hereinafter referred to as the SAID BUIDLING) to be ultimately held by/owned by various intending purchasers on ownership basis.

AND WHEREAS The Promoter caused the said housing project to be registered in accordance with the provisions of 'Real Estate (Regulation and Development) Act (hereinafter referred to as the said ACT) under Registration No. WBRERA/NPR/_____.

AND WHEREAS the Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

AND WHEREAS 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;

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer has agreed to sell and transfer and the Allottee agrees to purchase and acquired the said Unit/Apartment and the Car parking space, if allotted, for the consideration and subject to the terms and conditions hereinafter appearing.

AND WHEREAS the Land meant for the purpose of developing a Residential Real Estate Building comprising of 1 (One) number of Tower having Five Nos. Residential Flats ("Building") and the said building shall be shall be known as "ANURUPA" ("Project") with

the intention of sharing common boundary wall, sharing of common facilities & amenities, ingress and egress, Car Parking Space, etc. by the all the flat owners in common.

AND WHEREAS the Allottee had applied for allotment of Flat/ Apartment Unit in the Project out of Developer's Allocation and the Developer has agreed to allot to the Allottee **ALL THAT the Residential Flat/Unit** in or portion of the New building being **UNIT/ FLAT NO. _____** containing by admeasurements a Carpet Area (Excluding Balcony) _____ Sq. Mtr., Built-up Area _____ Sq. Mtr. equivalent to _____ Sq.ft., saleable area of _____ Sq. Ft. (Super Built up) be little more or less on a portion on the _____ **FLOOR** at the New building now known as "**ANURUPA**" at the said Building Complex more or less, (hereunder referred to as the said UNIT situation whereof is shown and delineate in the map or plan annexed hereto and bordered in RED thereon) **TOGETHER WITH ONE COVERED PARKING SPACE** being No. _____ at the Ground Floor of the Building (hereinafter referred to as the **PARKING SPACES**) to be specifically allotted and demarcated by the Developer at the time of possession **TOGETHER WITH** the undivided proportionate share in all common parts portions areas facilities and amenities in the said Entire Building Complex **AND TOGETHER WITH** the undivided proportionate share in the land underneath the said Building appurtenant and/or allocable thereto, more fully and particularly mentioned and described in the **SCHEDULE - 'B'** hereunder written, for the consideration and subject to the terms and conditions hereinafter appearing:

Area of the Flat	Square Metre	Square Feet
Carpet Area of the Unit (Excluding Balcony Area)		
Covered Area		
Share of Common Area		
Cup Board Area		
Built up Area		
Super Built up Area (30% over Built up Area)		

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act.

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:

DEFINITIONS AND INTERPRETATIONS :

Definitions

In the Agreement, (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below :

"ACT" means the RERA and / or any other Act, as amended and/or substituted;

"APARTMENT" shall have the meaning ascribed to it in Recital;

"APARTMENT ACQUIRERS" shall mean persons who acquire apartments the Project;

"APPLICABLE INTEREST RATE" shall mean the rate of interest prescribed under the Act from time to time.

"ALLOTTEE" shall be deemed to mean and include :-

In case the Allottee be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.

In case the Allottee be a Hindu Undivided family, then its Karta, coparceners being of the said HUF and their respective heirs legal representatives executors and administrators.

In case the Allottee be a Partnership Firm, then the Partners for the time being, of the said Partnership Firm or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.

In case the Allottee be a Limited Liabilities Partnership, then the Partners for the time being, of the said LLP or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said LLP or such other person and/or persons who may carry on the business of the LLP and the respective heirs, legal representatives, executors, administrators and assigns.

In case the Allottee be a company, then its successors or successors-in-interest.

In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign

"APPLICABLE LAW" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter,

"APPLICATION MONEY" shall mean the money given by the Allottee to the Vendor/ Developer at the time of making application for the flat.

"APPROVALS" shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained by the Vendor/ Developer and/or granted by the competent authorities in connection with the said Housing Project Building Complex.

"ARCHITECT" shall mean Mr. Sumit Kumar Bandyopadhyay , of 30L/2, Santoshpur East Road, Kolkata - 700075 or any other firm or architects appointed by the Vendor / Developer.

"ASSOCIATION" shall mean the Association of Flat owners of all the Flats which may be formed by the Vendor / Developer in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Vendor Developer for taking control of the common parts and portions and for rendition of common services.

"ADVOCATES" shall mean Mr. Parikshit Basu, Advocate, of 11 Old Post Office Street, Right Gate, Ground Floor, Kolkata – 700001 appointed by the Vendor / Developer, interalia, for preparation of this Agreement and the Sale Deed for transfer of the said Flat/Unit.

"BOOKING AMOUNT" shall mean 10% of the Total Consideration of the Apartment which includes the Application Money;

"BUILDING" shall have the meaning ascribed to it in Recital C, and

"BUILDING COMMON AREAS" shall mean with respect to the Building, the areas, facilities and amenities specified in SCHEDULE D hereunder which are to be used and enjoyed in

common with all the other Apartment Acquirers of the Units in the said building.

CAM CHARGES shall mean the proportionate share of common area maintenance charges to be paid by the Allottee inter alia for the maintenance of the Unit/Building Complex Property, costs of insurances and supervisory expenses for all the Building but shall not include property taxes payable in respect of the various units but will include property taxes payable for the Common Parts and Portions.

"CARPET AREA" shall mean the net usable floor area of the Unit, it including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts exclusive balcony verandah open terrace area

"CANCELLATION CHARGES" shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation, and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Vendor's/ Developer's policy and (vi) the amount of Stamp Duty and Registration Charges paid to be paid on 'Deed of Cancellation of this Agreement, (vii) Govt. Taxes – GST.

"COMPLEX" shall mean the new buildings to be constructed at the said Building Premises, comprising of One Block/s/Tower/s and to be commonly known as "ANURUPA" or such other name as the Vendor Confirming parties Developer in their absolute discretion may deem fit and proper, and the same is morefully and Particularly mentioned in the SCHEDULE-A hereunder.

"COMMON PARTS PORTIONS AREAS AND AMENITIES" shall mean the common areas and amenities as are available to and/or in respect of the Unit Building Complex/Project as the case may be (more fully and particularly mentioned and described in the SCHEDULE D' hereunder written) for the common use and enjoyment of all the Allottee/occupiers of the Project.

"COMMON EXPENSES" shall include the proportionate share of Common Expenses briefly described and without limitation in SCHEDULE 'F' herein to be paid borne and contributed by the Allottee for rendition of common services for the 'Entire Complex.

"COMMON RULES" shall mean the rules and regulations specified in Schedule hereunder to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project

"COMMON SERVICE/MAINTENANCE" shall mean those services which are to be rendered by the Vendor/Developer and upon formation by the Committee Association

and/or by FMC after appointment of the FMC as the case may be subject to the Allottee making payment of proportionate share of such maintenance charges

"COMPLETION CERTIFICATE" shall mean the "Completion Certificate" to be granted by Kolkata Municipal Corporation and/or any other authority certifying completion of the new building and permitting the Flat owner to take possession of the Apartment intended to be acquired by the Allottee.

"COMMENCEMENT DATE" shall mean the date of execution of this Agreement.

"DATE OF COMMENCEMENT OF LIABILITY" shall mean the date of the completion of the project/building complex and/or from the date of the notice of possession to the Allottee of the said Flat Unit after fulfilling his/her their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Vendor/ Developer to the Allottee to take possession of the said Flat/Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.

"DATE OF OFFER OF POSSESSION (for fit outs)" shall mean the date on which the Vendor Developer shall endeavor to make available to the Allottee the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Vendor/ Developer plus fifteen days.

"DATE OF OFFER OF POSSESSION" shall mean the date on which the Completion Certificate" is issued (or deemed to be issued as per the relevant provisions of legislation) by Kolkata Municipal Corporation and/or any other authority.

"EXTRAS & DEPOSITS" shall mean the costs and deposits specified hereunder to be paid by the Allottee to the Vendor/ Developer in the manner hereinafter provided;

"FORCE MAJEURE" shall have the meaning ascribed to it in the Act.

"FLATS/UNITS" shall mean independent and self-contained flats units, car parking areas and/or other constructed spaces built and constructed or intended to be built and constructed by the Vendor/ Developer at the said Building Complex capable of being exclusively held or occupied by a person and/or persons at the said Building Complex.

HOUSE RULES/USER shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated.

"LAND" shall have the same meaning as ascribed in Recital of this Agreement;

"LARGER PROPERTY" shall mean ALL THAT the piece and parcel of 3 Cotthas 2 Chhitacks more or less equivalent to 209. 054 Sq. Mtr. of Bastu land together with old Two storied Dwelling House having Built-up area of 1917 Sq. ft. more or less in total standing thereon or on part thereof situated lying at Mouza Santoshpur, J. L. No. 22, Pargana Khaspur, comprised in C.S. Dag Nos. 185,187,190 under C.S. Khatian Nos. 28,284, Police Station Survey Park (formerly Purba Jadavpur) Addl. District Sub-Registration Office Sealdah, District South 24-Parganas, being the **Premises No.190, Avenue South Road (Mailing Address 60, Avenue South, Santoshpur, Kolkata-700 075), Assessee No.31-103-08-0190-1** under Ward No. 103 of The Kolkata Municipal Corporation (more fully and particularly mentioned and described in SCHEDULE- 'A' hereunder written).

"LICENCES" shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said Housing Project.

"MAINTENANCE CHARGES" shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the entire Building Complex, comprising of all the six blocks;

"MUTUAL EASEMENTS AND RESERVED MATTERS" shall mean the easements and rights specified in **Schedule - I** herein and reserved to the Vendor/ Developer, Developer and/or the Association;

"NET AREA" shall mean sum of the Carpet Area of the Unit and other area, as per KMC Building Sanction Plan No. **2023110086 dated 07.06.2023**

"NEW BUILDING's shall mean the New Building and/or buildings to be constructed by the Vendor/ Developer at the said Property in accordance with the said Plan and to comprise of various self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on

ownership basis.

"PLAN" shall mean the Building Plan sanctioned by the authorities concerned bearing **2023110086** dated **07.06.2023** and shall include all modifications or variations as may be made by the Vendor Developer from time to time with prior sanction from the authorities concerned, if required.

"PREMISES" shall mean ALL THAT the said PROPERTY (more fully and particularly mentioned and described in the Schedule A.

"PROPORTIONATE OR PROPORTIONATELY" shall mean the built up area of any Unit to bear to the built up area of all the Flats/Units in the said building provided that where it refers to the share of the Allottee or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

"PAYMENT PLAN" shall mean the schedule of payment prescribed in SCHEDULE-C.

POSSESSION shall mean the date on which possession is made over by the Vendor Developer to the Allottee after Completion Certificate is obtained.

READY TO MOVE IN For the purpose of this Para 'ready to move in possession' shall mean that the flat unit shall be in habitable condition which is complete in all respects including the provision of all specifications amenities and facilities as agreed between the parties, and for which completion certificate has been issued by the competent authority:

"RULES" means the RERA and/or any other rules, as amended and/or substituted:

"REGULATIONS" means the Regulations made there under and/or any other Regulations, as amended and or substituted:

"SECTION" means a sections of the Act; and

SAID UNIT AND THE PROPERTIES APPURTENANT THERETO shall mean ALL THAT the FLAT UNIT NO. _____ on the _____ FLOOR at the said building, namely '**ANURUPA**, (more fully and particularly mentioned and described in the SCHEDULE-B hereunder written with fittings and fixtures to be provided therein by the Vendor Developer together with proportionate undivided share in common areas and installations as also in the land comprised in the said Building Complex attributable to the said unit and further wherever the context so permits shall include the right of parking one or more motor cars in the car parking space no. _____, if so specifically and expressly mentioned and described in the SCHEDULE - B' hereunder written).

SAID SHARE IN THE SAID PREMISES shall mean proportionate undivided indivisible impartibly share in the land comprised in the said Premises/ Building Complex attributable to the said unit agreed to be purchased hereunder by the Allottee and to be determined by the Vendor/ Developer in its absolute discretion.

SERVICE INSTALLATIONS shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soak ways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.

SINKING FUND / RESERVE FUND shall mean the fund to be paid and or contributed by each of the unit owners including the Allottee herein towards Maintenance Fund which shall be held by the Vendor Developer and after the said new building is completed and possession is made over and upon formation of the Association, the said amount shall be

transferred by the Vendor/ Developer to such Association, after deducting outstanding amount, if any.

SERVICE / MAINTENANCE CHARGES Shall mean the service' maintenance charges for the common areas installations facilities and or amenities as may be incurred by the Vendor/ Developer and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Vendor/ Developer and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Allottee on account of the service and maintenance charges shall be determined by the Vender/ Developer and/or the Association in their absolute discretion.

TERRACE shall mean an open terrace attached to a particular flat unit if any, and to form an integral part of such flat without any right of any other flat owners.

TOTAL PRICE shall mean the total price as hereinafter appearing agreed to be paid by the Allottee to the Vendor/ Developer in terms of this agreement.

"UNIT" shall mean a unit of Occupancy in the project, being a Flat and the expression 'Units" shall be construed accordingly.

Interpretation

Reference to a person includes a reference to a corporation, firm, association or other entity and vice-versa.

Words in singular shall include the plural and vice-versa.

Reference to a gender includes a reference to all other genders.

A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted,

Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;

The headings used herein are inserted only as a matter of convenience and for case of reference and shall not affect the construction or interpretation of this Agreement; and

Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

1. TERMS

Subject to the terms and conditions as detailed in this Agreement, the Vendor/ Developer agrees to sell to the Allotter and the Allottee hereby agrees to acquire the Apartment as specified Second Schedule hereunder.

The TOTAL CONSIDERATION of Apartment is RS. _____ TOTAL CONSIDERATION OF APARTMENT")

Apartment /Flat /Unit No. _____ Floor _____ Block - N/A Carpet Area of the Unit (Excluding Balcony Area) Covered Area Share of Common Area Cup Board Area Built up Area Super Built up Area (30% over Built up Area)	Rs. _____/-
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Flat Mutation, Apportionment & Assessment in the Name of the Buyer/Allottee	Rs. As Applicable /-
Total Extras and Deposits	Rs. As Applicable /-

However the GST as applicable shall be charged on the Total Consideration, payable by the Purchaser / Allottee.

Explanation:

The Total Consideration of Apartment above includes the booking amount paid by the Allottee to the Vendor/ Developer towards the [Apartment];

The Total Consideration of Apartment, and the Total Extras & Deposits as mentioned hereinabove excludes GST, (up to the date of handing over the possession of the apartment to the Allottee and the project to the association of Allottee or the, competent authority, as the case may be, after obtaining the Completion Certificate

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the 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 Allottee;

Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Allottee directly to the concerned Electricity Department

The Vendor/ Developer shall periodically intimate in writing to the Allottee, the amount payable above and the Allottee shall make payment demanded by the Vendor/ Developer within the time and in the manner specified therein. In addition, the Vendor Developer shall provide to the Allottee the details of the taxes paid or demanded;

The Total Price of Apartment includes inter-alia recovery of price of land, construction of the Apartment, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

TDS: The tax deduction at source (TDS) under section 194 1A of the Income Tax Act, 1961, shall be deducted by the Allottee(s) on the consideration payable to the Vendor/ Developer, if applicable, and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Vendor/ Developer within 30 (thirty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Vendor/ Developer, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned hereinabove is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendor/

Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Vendor/ Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. 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 Allottee.

The Allottee(s) shall make the payment as per the payment plan set out in SCHEDULE 'C' ("Payment Plan)

It is agreed that the Vendor/ Developer 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 at Schedule hereunder (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment, or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

The Vendor/ Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

The Allottee shall have exclusive ownership rights of the Unit and the Covered Parking Space, if specifically mentioned in the Second Schedule;

The Allottee shall also have the right of use of undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor/ Conforming Parties Developer shall hand over the common areas to the Association of Allottee after duly obtaining the Completion Certificate from the competent authority as provided in the Act,

The Allottee has the right to visit the project site to assess the extent of development of the Project and his Apartment, as the case may upon giving prior intimation of 3 (three) days to the Vendor/ Developer The Vendor/ Developer including Project staffs shall not be liable for any untoward incident or accident.

The Vendor/ Developer / Developer will not entertain any request for modification in the layouts of the Apartment and external facade of the Building(s) and Common Areas including common facilities and amenities.

It is made clear by the Vendor/ Developer and the Allottee agrees that the Apartment along with the Covered 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 Land and is a part '**ANURUPA**' It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Building.

The Vendor / Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan, if any, 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 Vendor/ Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Vendor/ Developer 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 therefor by such authority or person.

On or before the Effective Date, the Allottee has paid the Application Money and the Booking Amount, morefully mentioned in the 'Memo of Consideration' hereunder. The Booking Amount forms part of the Total Consideration of Apartment, Total Tax and the Total Extras and Deposits as mentioned hereinabove and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Vendor/ Developer within the time and the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the rate prescribed in the rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Vendor/ Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Vendor/ Developer, within the stipulated time as mentioned in the Payment Plan through A/e Payee cheque demand draft/bankers cheque/ RTGS/ NEFT/ or online payment (as applicable)] in favour of CALCUTTA SHELTER PVT. LTD. payable at Kolkata

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999. Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Vendor/ Developer with such permission, approvals which would enable the Vendor/Developer 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 Allottee understands and agrees that in the event of any failure on his her their part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Vendor/ Developer accepts no responsibility in this regard and the Allottee shall keep the Vendor/ Developer fully indemnified and harmless in this regard

Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Vendor/Developer immediately and comply with necessary formalities if any under the Applicable Laws. The Vendor Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application allotment of the said apartment applied for herein in any way and the Vendor/ Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Vendor/ Developer to adjust, appropriate all payments made by him/her/them under any head(s) of adjust against lawful outstanding of the Allottee against the Apartment, if any, in their names and the Allottee undertake not to object/demand/direct the Vendor/ Developer to adjust their payments in any manner.

5. TIME IS ESSENCE:

The Vendor/ Developer 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 Apartment to the Allottee and the common areas to the Association or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Vendor/ Developer.

The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Vendor/ Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the such authorities and shall not have an option to make any variation/alteration/modific in such plans, other than in the manner provided under the Act.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule For Possession of the Apartment

The Vendor Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Vendor/ Developer assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place by _____ unless there is delay or failure due to Force Majeure. If, however, the completion

of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Vendor/ Developer shall be entitled to the extension of time for delivery of possession of the Apartment. However, if the said Apartment is made ready prior to the Completion Date, the Allottee 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 Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirm as that, in the event it becomes impossible for the Vendor / Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/ Developer shall refund to the Allottee the entire amount (less any taxes collected from the Allottee) received by the Vendor/ Developer, from the allotment within 45 (forty-five) days from that date: The Vendor / Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that be/she/they shall not have any rights, claims etc. against the Vendor/ Developer and that the Vendor/ Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

For the purposes of force majeure the following shall be deemed to be force majeure conditions:

- i) War
- ii) Flood
- iii) Drought
- iv) Fire
- v) Cylone
- vi) Earthquake or any other calamity caused by nature
- vii) Pandemic

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Vendor/ Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.2 Procedure For Taking Possession

Upon obtaining the Completion Certificate from the competent authority and subject to the

Allottee is not in breach of any of his obligations under this Agreement, the Vendor/ Developer shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 30 Days from the date of issue of Completion Certificate (Deemed date of Possession). [Provided that, in the absence of local law, the 'Deed of Conveyance' in favour of the Allottee shall be carried out by the Vendor/ Developer within 1 (One) month from the date of issue of Completion Certificate. The Vendor/ Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor Developer. The Allottee, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Vendor/ Developer /Association, as the case may be, after the issuance of the Completion Certificate for the Project. The Vendor/ Developer shall hand over the photo copy Completion Certificate of the Apartment to the Allottee at the time of execution of Deed of Conveyance.

7.3 Failure of Allottee to take Possession of Apartment

Upon receiving a written intimation from the Vendor/ Developer as aforesaid, the Allottee shall take possession of the Apartment from the Vendor/ Developer by executing necessary indemnities, undertakings and such other documentation as required and the Vendor/ Developer shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided hereinabove, such Allottee shall continue to be liable to pay Maintenance Charges as applicable.

7.4 Possession by the Allottee

After obtaining the Completion Certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Vendor / Developer to handover the necessary documents and plans, including common areas, to the Association or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation

The Vendor/ Developer Owner shall compensate the Allottee 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, 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.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR DEVELOPER:

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

The Vendor/ Developer has absolute, clear and marketable title with respect to the Land, the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;

The Vendor Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

There are no encumbrances upon the Land or the Project as on the effective Date:

There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Apartment;

All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor Developer has been and shall, at all times remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Apartment and Common Areas:

The Vendor/ Developer has the right to enter into this Agreement and has not committed or admitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected,

The Vendor/ Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

The Vendor/ Developer confirm that the Vendor Developer are not restricted in any manner whatsoever from transferring the ownership rights of the Apartment to the Allottee in the manner contemplated in the Agreement:

At the time of execution of the Deed of Conveyance the Vendor Developer shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association or the Competent Authority, as the case may be;

The 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 Land

The Vendor/ Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the Completion Certificate has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association or the competent authority, as the case may be; and No notice from the

Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor/ Developer in respect of the Land and or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

Except for occurrence of a Force Majeure event, the Vendor/ Developer shall be considered under a condition of default ("Default"), in the following events:

Vendor / Developer fails to provide ready to move in possession of the Apartment to the Allottee 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 move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which Completion Certificate has been issued by the competent authority:

Discontinuance of the Vendors / Developer's business as a Vendor / Developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder In case of Default by Vendor/Developer under the conditions listed above, Allottee is entitled to the following :

Stop making further payments to Vendor Developer as demanded by the Vendor / Developer. If the Allottee stops making payments, the Vendor/ Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

The Allottee shall have the option of terminating the Agreement in which case the Vendor/ Developer shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

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

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Vendor/ Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

In case the Allottee fails to make any of the payments within the due dates as per the Payment Plan, mentioned hereunder, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Vendor / Developer on the unpaid amount at the rate prescribed in the Rules. The parties agree and acknowledge that in addition to the interest, in case of every second instance of delayed payment, the Allottee in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments.

In case of default by Allottee under the condition listed above continues for a period beyond 1 (one) month after notice from the Vendor / Developer in his regard, the Vendor/ Developer may cancel the allotment of the Apartment in favour of the Allottee and forfeit an

amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Vendor/ Developer to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier.

However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation and this Agreement shall thereupon stand terminated Provided that the Vendor Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

The Allottee (s) agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project Vendor / Developer or its representatives In the event the Allottee (s) does or omits to do any act, deed or thing then the Vendor Developer shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement In case of such a default by Allottee, after notice from the Vendor Developer in this regard, the Vendor Developer may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Vendor Developer to the Allottee within 45 (Forty Five) days of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier, However, may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation'.

In the event construction of the floor or the Building or the Project in which the Apartment is located has been stopped for a period of more than 12 (Twelve) months due to Applicable Law. the Vendor Developer shall have the option to terminate this Agreement. In such an event, the Vendor/ Developer shall be liable to refund subject to the proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, within 45 (forty-five) days of receiving the termination notice.

10. DEED OF CONVEYANCE OF THE SAID APARTMENT:

The Vendor/ Developer, on receipt of Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove under the Agreement from the Allottee, shall execute a Deed of Conveyance' and convey the ownership rights of the Apartment together with the right to use the proportionate indivisible undivided share in the Common Areas within the time period as stated in local laws, to the Allottee

Provided that, in the absence of local law, the 'Deed of Conveyance in favour of the Allottee shall be carried out by the Vendor Developer within 1 (One) month from the date of issue of Completion Certificate However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Vendor Developer to withhold registration of the 'Deed of Conveyance" in his/her their favour till payment of stamp duty and registration charges is made by the Allottee

The 'Deed of Conveyances' shall be drafted by the Solicitors/Advocates of the Vendor/ Developer and shall be in such form and contain such particulars as may be approved by the Vendor/ Developer. No request for any changes whatsoever in the 'Deed of Conveyance' will be entertained by the Vendor/ Developer unless such changes are required to cure any gross mistake or typographical or arithmetical errors.

11. MAINTENANCE OF THE BUILDING /APARTMENT/ PROJECT:

The Vendor/ Developer shall be responsible to provide and maintain essential services in the Project till the Liking over of the maintenance of the project by the Association upon the

issuance of the Completion Certificate of the Project. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned hereinabove for the Apartment. In case the formation of the Association is delayed due to fault of the Vendor / Developer: the Vendor / Developer 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 Allottee shall be liable to pay to the Vendor Developer or facility management company, the charges for such maintenance as fixed by the Vendor Developer at actual.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Vendor/ Developer within a period of 5 (five) years by the Allottee from the date of handing over deemed possession, the Vendor Developer shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor's Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided However that the Vendor/ Developer shall not be liable under any circumstances if any additions, alterations and/or modifications etc, have been made in the Buildings, Common Areas and/or any of the Apartments/Units by the Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Building.

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

However, the Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Residential Complex/Building excludes minor hairline cracks on the external and internal walls excluding RCC structure which happens due to variation in temperature of more than 20 degree centigrade which do not amount to the structural defects and hence cannot be attributed to either bad workmanship or structural defects. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee it shall be necessary to appoint an expert surveyor to be nominated by the architect of the said project, who shall survey and assess the same and then submit report to state the defects in material used in the structure and in the workmanship executed.

13. RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Vendor Developer /maintenance agency/Association shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Vendor Developer/ Association and/or maintenance agency 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 Ground Floor and Service Areas: The Ground Floor area, Open Space and service areas, as located within the Project, shall be marked for purposes such as parking spaces and services including but not limited to underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans The Allottee shall not be permitted to use the Ground Floor area, Open Space and service areas in any manner whatsoever, other than those earmarked as parking spaces, if allotted, and the same shall be reserved for use by the Association for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

The Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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 Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support. shelter etc. of the Building is not in any way damaged or jeopardized

The Allottee further undertakes, assures and guarantees that he/she they would not put any sign- board/name plate, neon light, publicity material t advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy maternal in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/ Developer and thereafter the Association and/or maintenance agency appointed by Association The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

Dishonour of Payment Instruments

In the event of dishonor of any payment instruments or any payment instructions by o on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Vendor/ Developer may at its sole discretion be entitled to exercisc any recourse available herein. Further, the Vendor / Developer shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Vendor/ Developer of all the amounts including the dishonour charges of Rs. 500/ (Rupees Five Hundred only) for each dishonour. In the event the said Demand Draft is not tendered within 7 (seven) days then the Vendor / Developer shall be entitled to cancel the allotment, subject o provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof,

the Vendor / Developer may consider the same at its sole discretion. In the event of dishonor of any cheque, the Vendor / Developer has no obligation to return the original dishonored cheque.

Raising of Finance by Allottee

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Apartment

Deemed Possession

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Vendor Developer, the Allottee shall be deemed to have taken possession on the 15 days from the date of such notice for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the possession date Possession Date")

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Apartment till such time the Allottee has paid the entirety of the Total Consideration of apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Vendor / Developer shall not be under any obligation to handover possession of the Apartment

On and from the Possession Date:

The Apartment shall be at the sole risk and cost of the Allottee and the Vendor /Developer shall have no liability or concern thereof,

The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date

The Allottee shall become liable to pay all other expenses necessary and incidental to the management and maintenance of the Project.

Right of Allottee to use Common Areas subject to Payment of Maintenance Charges

The Allottee hereby agrees to acquire the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Vendor/Developer (or Association) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Vendor/Developer or the Association from time to time.

Additions or Replacements

As and when any plant and machinery, including but not limited to, pumps, or any other plant, machinery and/or equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the apartment Acquirers in the Project on pro-rata basis as specified by the Association. The Vendor/Developer and upon completion, the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost

thereof and the Allottee agrees to abide by the same.

Maintenance and Association

Maintenance

Upon completion of the Project the Vendor/ Developer will hand over its management for maintenance to the Association for which the Allottee may be required to execute an agreement ("Maintenance Agreement") with the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.

In the event the Association has been formed but there is/are Apartments in the Building that are not sold by the Vendor/Developer, till such time the unsold Apartments are not sold or transferred, all outgoings pertaining to the unsold Apartments shall be payable by the Vendor/Developer, Further the Allottee and (or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Apartments to any of the prospective Allottee.

For the enjoyment and maintenance of the common areas and facilities of the Project. the Allottee shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Vendor/Developer and upon completion, to the Association from time to time. The Maintenance Charges shall become payable from the Possession Date In case the Allottee fails to pay: (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest a 12% per annum will become payable by the Allottee: and (iii) the Vendor/Developer /Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment the advance maintenance charges falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

That it is agreed, declared and undertaken by the Purchaser that in the event of the Purchaser having taken deemed possession, he is liable to pay maintenance charges as stated hereinabove. It is further agreed, declared and undertaken by the Purchaser that in the event of non-payment of maintenance charges continuing beyond the complete usage of security maintenance deposit, the Purchaser shall be liable to pay "HOLDING CHARGES to the Vendor Developer (in case till such time the HOLDING ORGANIZATION has not ben formed), or to the HOLDING ORGANIZATION (in case it is formed thereon) of Rs 2000/- (Rupees Two Thousand only) per month, till the payment of maintenance charges are regularized and brought upto date.

Interim Maintenance Period:

During the interim maintenance period between obtaining of the Completion Certificate of such Project and formation and operationalization of the Association the Vendor/ Developer shall through itself or through a Facility Management Company to run. operate, manage and maintain the Common Areas.

The Vendor / Developer shall endeavor that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required. and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules Bye Laws to regulate the use and maintenance of the Common Areas shall

during the interim maintenance period shall be framed by the Vendor/ Developer with such restrictions as may be necessary for proper maintenance and all the Allottee are bound to follow the same.

After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Vendor/ Developer. with or without amendments, as may be deemed necessary by the Association.

Covenants of the Allottee :

Apartment use

The Allottee shall not use the Apartment or permit the same to be used for the purpose other the residential purposes.

The Allottee shall not use the Apartment or permit the same to be used for the commercial purpose or for any other purposes which may or is likely to cause nuisance or annoyance to the occupiers of other units or for any illegal or immoral purposes.

Hazardous materials

The Allottee shall not store in the Apartment or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority

Additions

The Allottee shall not make any additions or alterations in the Apartment or building or cause damage to of nuisance in the Apartment or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc are installed by the Allottee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee directly at his own cost. In any case, the Allottee shall not be entitled to carry out any structural changes in the building and Apartment

Co-operation

The Allottee shall at all times co-operate with the other Allottee occupiers of the Units in the management and maintenance of the Apartment and the Building and the Project

Taxes

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottee.

Common Rules

The Allottee shall abide by and adhere to the Common Rules specified hereunder from time to time.

Common Expenses

The Allottee shall pay on due dates for the Proportionate Common Expenses from time to time.

Model Unit

The Allottee agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the shown model Unit, exhibited at the site only, if any, will provide a representative idea and the actual Apartment agreed to be constructed 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 Allottee shall not be entitled to raise any claim for such variation

Construction Progress Linked Payment Plan

The Allottee acknowledges that he/her/it has chosen the "Construction Progress Linked

Payment Plan since it offers several advantages to the Allottee (s), including that the installment payments may become due later in time than as envisages at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottee. This significantly reduces the risk of the Allottee as compared to the "Time Linked Payment Plan" option and the Allottee has entered into this Agreement after taking into account the advantages and risks of the "Construction Progress Linked Payment Plan"

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The Parties are entering into this Agreement for the allotment of an apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project

18. ADDITIONAL CONSTRUCTIONS

The Vendor/ Developer 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 CHARGE

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

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

The Vendor/Developer has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Vendor/ Developer showing compliance of various laws/ regulations as applicable in the state of West Bengal.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Vendor /Developer does not create a binding obligatory on the part of the Vendor/Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registration Office at Kolkata as and when intimated by the Vendor/ Developer. If he Allottee(s) fails to execute and deliver to the Vendor Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registration Office at Kolkata for its registration as and when intimated by the Vendor/Developer, then the Vendor/ Developer shall serve a notice to the Allottee, for testifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the Vendor/Developer shall be entitled to forfeit the Cancellation Charges and the GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Developer to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier However,. may it be clarified that the balance amount shall be payable subject to the execution of he

Deed of Cancellation.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for

refund of such taxes, charges, levies, cess, assessments and impositions.

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/ building, as the case may be.

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE SUBSEQUENT ALLOTTEE:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Vendor/ Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Vendor Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Vendor/ Developer to exercise such discretion in the case of other Allottee.

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 there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made hereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees) in Project, the same shall be the proportion which the Carpet Ares of the Apartment bears to the total Carpet Ares 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 completed only upon its execution by the Vendor/ Developer through its authorized signatory at the Vendors/ Developer's Office; or at some

other place which may be actually agreed between the Vendor/Developer and the Allottee after the Agreement is duly executed by the Allottee and the Vendor Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Registering Authorities at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata

30. NOTICES

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

31. ALLOTEES

DEVELOPER:

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

Joint allottee:

That in case there are Joint Allottee all communications shall be sent by the Vendor/Developer to the Allottee whose name appears first and at the address given by him/her, which shall for all intents and purposes be considered 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 other terms and conditions are as per the contractual understanding between the parties, however, the 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 there under]

34. Electricity supply:

In case the Calcutta Electric Supply Company Limited (CESC) decides not to provide individual meters to the Building(s) and makes provision for a High Tension Supply or Bulk Supply, the Vendor Developer shall provide individual sub-meters to the Allottee upon payment by them of the proportionate security deposit payable to CESC for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by CESC from time to time and all Allottee shall, at all times, be liable to proportionately pay such revision/replenishment to CESC, as per the norms of CESC. In such a case the Allottee may be required to enter into a separate agreement with the Vendor/ Developer for supply of electricity through sub meters.

35. PAYMENT OF TOTAL CONSIDERATION OF APARTMENT, TOTAL TAN AND THE TOTAL EXTRAS AND DEPOSITS PRIOR TO POSSESSION:

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Apartment till such time the Allottee has paid the entirety of the Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Developer shall not be under any obligation to handover possession of the Apartment.

36. A. To be read with para 7.3 as specified from the date of ("Deemed Possession") and also pay Holding Charges to the Vendor/ Developer at the rate of Rs. _____ only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee (s) takes the possession of the apartment.

B. To be read with para 7.5 The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act.

Where the Allottee proposes to cancel/withdraw from the project without any fault of the Vendor/ Developer the Allottee shall serve a 2 (two) months' notice in writing on the Vendor/ Developer and on the expiry of the said period the allotment shall stand cancelled and the Vendor/ Developer herein shall be entitled to forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Vendor / Developer to the Allottee within 45 (forty-five) days of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation'

Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Vendor/ Developer then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Consideration of Apartment then prevailing for transfer of an Apartment in the Project is not less than the Total Consideration of Apartment payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Vendor/ Developer in this regard shall be final and binding on the Allottee.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Vendor/ Developer and the Allottee shall be free to approach the authorities

concerned for refund of such taxes, charges, levies, cess, assessments and impositions

**THE SCHEDULE-A
ABOVE REEERRED TO
(THE SAID TOTAL LAND' COMPRISING THE ENTIRE BUILDING)**

ALL THAT the piece and parcel of 3 Cotthas 2 Chhitacks more or less equivalent to 209.054 Sq. Mtr. of Bastu land together with old Two storied Dwelling House having Built-up area of 1917 Sq. ft. more or less in total standing thereon or on part thereof situated lying at Mouza Santoshpur, J. L. No. 22, Pargana Khaspur, comprised in C.S. Dag Nos. 185,187,190 under C.S. Khatian Nos. 28,284, Police Station Survey Park (formerly Purba Jadavpur) Adtl. District Sub-Registration Office Sealdah, District South 24-Parganas, being the **Premises No.190, Avenue South Road (Mailing Address 60, Avenue South, Santoshpur, Kolkata-700 075), Assessee No.31-103-08-0190-1** under Ward No. 103 of The Kolkata Municipal Corporation , which is butted and bounded as follows :

ON THE NORTH : By Premises/Property of Karabi Sen & Arup Sen;

ON THE SOUTH : By Premises 62, Avenue South Road ;

ON THE EAST : By 20' ft. wide KMC Road; (6050mm Minimum)

ON THE WEST : By Premises/Property of Karabi Sen & Arup Sen;

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

**THE SCHEDULE B
ABOVE REFERRED TO
(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT THERETO)**

ALL THAT the Residential Flat/Unit in or portion of the New building being UNIT/ FLAT NO._____containing by admeasurements a Carpet Area (Excluding Balcony) _____Sq. Mtr., Built-up Area_____Sq. Mtr. equivalent to_____Sq.ft., saleable area of _____Sq. Ft. (Super Built up) be little more or less on a portion on the _____ FLOOR at the New building now known as "ANURUPA" at the said Building Complex, which is under construction, and shown in the plan annexed hereto duly bordered in 'RED' thereon TOGETHER WITH ONE COVERED PARKING SPACE being No._____at the Ground Floor of the said building complex and shown in the plan annexed hereto duly bordered in 'GREEN' thereon TOGETHER WITH proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the **First Schedule** hereinabove written attributable to the said Unit.**

THE SCHEDULE C
ABOVE REFERRED TO
(Consideration Amount)

The Allottee hereby agrees to pay the "TOTAL CONSIDERATION AMOUNT" of Rs._____/-(Excluding GST) and the said consideration amount shall be paid by the Allottee to the Developer in the manner hereinafter appearing :

1.	Application Money	Rs. _____
2.	On or before signing of this agreement (inclusive of the application money/fee).	20%
3.	On completion of Piling	15%
4.	On completion of the 1 st Floor Slab	15%
5.	On completion of the 2 nd Floor Slab	15%
6.	On completion of the 3 rd Floor Slab	10%
7.	On Roof Casting	10%
8.	On completion of internal plaster	5%
9.	On or before possession	10%

THE SCHEDULE D
ABOVE REFERRED TO
(Common Parts and Portions)

1. The foundation columns beams support corridors lobbies stair stairways landings entrances exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
4. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.
6. Passenger lifts with all machineries accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
10. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
11. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
12. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.
13. Ultimate Roof and its Parapet Wall of all the Building.

THE SCHEDULE - E
ABOVE REFERRED TO
SPECIFICATIONS FOR THE PROJECT/BUIDLING

The proposed construction is of a proposed Ground plus Three storied R.C.C. framed building with staircase headroom in the fourth story with 4 Passenger Lift facility. The building is proposed to have isolated column footings as per the design of structural consultant including anti-termite treatment.

CEMENT : ULTRATECH, AMBUJA, BIRLA GOLD, or Similar Brands

IRON : ISI MARKED DURGAPUR IRON

BRICKS : AKRA BRICKS / PICKET / ACC Brand or Similar make

SAND : Full Course for RCC and Medium Course for Plastering.

1. DOORS :

All doors frames would be of Sal wood made out of 4" inch x 2 ½ inch of Salwood section. Main doors will be Pinewood / Century Flash Door with Front side laminated and backside suitably painted.

Flush Door : All other doors will be of Pinewood / Century Flash Door, with two Coat of Primer finished with Oil Paint.

Inside all doors will have following fittings:

- a) One stopper.
- b) One buffer.
- c) One door Ring
- d) One Round Latch.

The entrance door will have the following fittings :-

- a) One Decorative Handle.
- b) One Ring from inside.
- c) One Telescopic Peep Hole.
- d) One Night Latch (Godrej).

TOILET/W.C. DOORS (PVC): SINTEX BRAND

The Toilet / W.C. doors will have the following fittings :-

- a) Two 3" inch Tower Bolt one from inside and other from outside.
- b) Two Rings , one from outside and other from inside.

2. WINDOWS :

All windows would be of Aluminum Sliding with 3mm glass and Windows and Varanda will have covering of 12mm Square bar Grill as per design of the Architect with good quality of Paints. The staircase window will also be of Aluminum finish. All windows will have 3 mm. thick transparent glass.

All windows of Toilet shall be 1'-6" x 2' Aluminum finish with Translucent Glass.

3. FLOORING :

All Rooms and Window Sill shall be of 2' X 2' Vitrified Tiles of Kajaria/Jhonson/Somany and 3" high Skirting.

The Walls of Toilet and Bathroom shall 6' height Tiles of Kajaria/Jhonson/Somany.

Cooking Platform shall be of Black Granite finished with 2' height Tiles of above Cooking Platform.

Glaze Tiles will be fixed over Basin at Dining-cum-Living.

4. Staircase:

Staircase steps, risers, landings and margins will be of Stair Tiles / Marble/Kota Stone, Staircase railings will be of 10mm square bar and handle of staircase will be done as per design of Engineer/LBS.

TOILET :

Entire Marble flooring and the Toilet will have dado finished with 18" X 12" Tiles upto height of 6'. Ultratech Concrete Water Proofing Solution shall be used in every Toilet & W.C.

KITCHEN :

The Cooking Bench provided for kitchen will be of Black Granite, over Black Stone / RCC slab. The dado of the kitchen will be of 2' ft. height and be finished with glazed tiles along stainless Sink.

5. SANITARY/PLUMBING FITTINGS :

All sanitary fittings to be provided would be of Hindware/ Parryware and All Porcelain will be of white colour and of Hindware/ Parryware as per Developer's choice. All taps, Angular stopcocks, Bib cocks, pillar cocks, shower roses, etc. be of Chromium Plated (C.P.) Hindware/ Parryware or any other similar brand as per Developer's suitability. All pipes and all pipe lines will be concealed and be of PVC pipes. All delivery / inlet pipes be of PVC/HDPE of diameter to be provided as per design and requirements. 4" inch dia PVC rainwater pipes of Supreme/Ashirbad.

All pipe lines from underground reservoir to pump and to over head reservoir are to be done with 1" and ½" inch dia G.I./PVC Pipes Supreme/Ashirbad . The pump and the motor 1.5 HP Crompton Greaves / Havells / KSB will be provided as per the requirement.

TOILETS/W.C. :

- a) One White colour Commode of Hindware/ Parryware.
- b) One White colour Wash Basin with one Pillar Cock (Hindware/ Parryware.), along with other fittings.
- c) One Shower with Two-in-one Mixture Tap for Main Toilets only and Bib Cock for W.C (Hindware/ Parryware.).
- d) One Geysers point at Main Toilet.

KITCHEN :

One Stainless Sink, Cock over Sink (Stainless Steel) (i.e. Hindware/ Parryware.), and one Bib Cock below Sink.

ELECTRICAL :

All electrical wiring are to be concealed with required gauge of copper wire of Finolex/Havells wire would be laid with suitable rubber-plastic conduits. All switches, sockets etc. to be of Crabtree/Panasonic/Anchor/Havells Brand. The main switch(Isolator) and all other fittings would be of standard quality with MCB distribution management.

All electrical light fittings including the lights of common areas such as, side open spaces, front and rear open spaces, staircase, entrance lobby, main entrance gate / gates etc also at roof are to be provided as requirement.

GENERAL ELECTRICAL POINTS :

Bedrooms :

Two wall lamp points on wall of each bedrooms. One ceiling fan point. One 5 amp. socket outlet. One 15 Amp. AC Socket in each Bedroom, One Night Lamp Point in each Bed Room.

TOILET:

One Wall lamp point.

One 15 Amp. Socket for Hot Water (Geysers) Point in Main Toilet.

One Exhaust Fan Point.

KITCHEN:

One Wall lamp point, One 5 Amp. Chimney point, One 5 Amp. Mixer Juicer Point, One 15 Amp.socket for Microwave, One 5Amp. Socket for Aqua Guard Point. Fridge point, washing machine, dish washer (4 no 15 Amp)

LIVING/DINNING AND OTHER ROOMS:

Two ceiling fan point. Two wall lamp points. Two 5 amp. Socket outlet. One 15 amp. A.C. power point, One Cable T.V. / Router Point, One 15Amp Refrigerator Point.

STAIRCASE : One lamp point at every landing. One Calling Bell point at main Entrance Door of every flat.

6. Staircase Head-room / water reservoir :

The Staircase headroom, and overhead and underground water reservoir would be made as per design of Engineer. One lighting point at Staircase

Head-room.

Railing of Stair will be 10mm Square bar.

The Main Entrance Gate of Building:

The Main Entrance Gate of the Building will be provided with Collapsible Gate.

7. Plastering / Finishing :

All internal surfaces will have ½" inch thick plaster to all vertical surfaces with mortar mixed in the proportion of 6 parts of sand to one part of cement by volume. The ceiling will have ½" inch thick plaster with mortar mixed in the proportion of 4 parts of sand to one part of cement by volume. There will be Plaster of Paris of good quality.

8. Roof Terracing :

The terracing of top floor roof and stair roof would be done suitably at proper levels and slopes as required for draining of water. All precaution and measures will be taken to make the terrace water-proof complete with 3' feet Parapet wall. Ultratech Concrete Water Proofing Solution shall be used.

9. Painting Work :

Internal : All the M.S. Grills, window coverings and wooden door frames shall be painted with two coats of enamel paints over one coat of primer. (Berger/Asian). Inside Wall of the Flat will be of POP with Wall Primer Finish.

External: The external surfaces will be finished with Cement based paints - Weather Coat of Asian Paints - APEX ULTIMA – 7 Years / BERGER PAINTS (2 Coats) over a coat of Primer.

10. Water Tank :

The Developer at its costs and expenses shall install R. C. C. Water Tank as per KMC Sanction Building plan .

11. Ferule & Drainage :

The Developer at its costs and expenses shall provide Ferule of required capacity and arrange for Drainage Connection for the entire building as per KMC Sanction Building plan.

12. Parking Floor : Entire Parking Area will be of Pavers Tiles finish.

13. LIFT : Lift of 4 Passengers Capacity of Lazer Elevator or similar make

shall be installed.

14. Extra Work :

No Extra work in the Flat would be carried out by the Developer in any circumstances. In the event such work is to be carried out, then in such event the Landowners or Purchasers shall bear all costs and expenses thereof.

THE SCHEDULE - F
ABOVE REFERRED TO
COMMON EXPENSES

1. **MAINTENANCE** : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.
2. **OPERATIONAL**: All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs of cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.
3. **STAFF**: The salaries of and all other expenses on the staff (including Janitors/officers, clerks, bill- collector, liftman, chowkidars, sweepers, caretakers, electrician plumbers and other persons) to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION**: Establishment and all other expenses of the association or co operative society (including its formation) and also similar expenses of the vendor/ developer or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, Sales Tax, VAT, Service Tax and other taxes and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).
6. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto:
7. **RESERVES**: Creation of funds for replacement, renovation and/or other periodic expenses.

8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the vendor/ developer and/or the Association or Holding Organisation for the Common Purposes.

THE SCHEDULE - G
ABOVE REFERRED TO
EXTRA CHARGES & DEPOSITS

1. The full amount of Security Deposit and other costs payable to the CESC, for giving direct electric meter in respect of the said unit and proportionate share of the total amount of Security Deposit and other costs payable to the CESC/WBSEB for the electric meters for maintenance running and operating any common area or installation.
2. Proportionate Costs, charges and expenses for electrical sub-station, H.T Line, wiring, cables and other related equipments and accessories including their installations, as per actual, to be incurred by the Vendor Developer for the same.
3. Proportionate Costs, charges and expenses for generator and other related equipments and accessories including installation of the same for supply of power in each unit (including the said Unit) from such generator during power failure, as per actual, to be incurred by the Developer for the same.
4. Costs charges and expenses for formation of the Association as mentioned hereinabove.
5. Betterment fees, development charges and other levies GST and any other Tax duties and statutory liabilities that may be charged on the Building Complex or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.
6. In addition to the Extras and Deposits the Allottee shall also deposit and or keep deposited with the Developer /Vendor their nominee Facility Management Company a sum as mentioned hereinabove towards Association Fund. The said fund will remain in deposit with the Developer to meet there from the proportionate maintenance charges and proportionate liability towards the other common expenses (including those mentioned in the SCHEDULE F hereinabove written) in terms hereof. The said Association Fund money shall not bear any interest and the said amount will be transferred by the Vendor Developer to the Association. once it is formed, after adjusting unpaid maintenance charges and other charges, if any.
7. Costs, charges and expenses towards Mutation, Apportionment and Assessment of the Flats/Unit as mentioned hereinabove.
8. In addition to the aforesaid Extras and Deposits the Allottee shall also pay the GST/Service tax on aforesaid Extras and Deposits as per prevailing service tax rates.

THE SCHEDULE - H
ABOVE REFERRED TO:

As from the date of possession of the said Apartment the Allottee(s) agrees and consents :
To co-operate with the other Allottee(s) Developer and the Association in the management and maintenance of the Project.

To observe the rules framed from time to time by the Vendor/ Developer and upon the formation of the Association by such Association.

To use the said Apartment for residential purposes and not for any commercial and illegal and/or immoral purposes whatsoever.

To allow the Vendor/ Developer /Association with or without workmen to enter into the Apartment for the purpose of maintenance and repairs, but only with 48 hours prior notice in writing to the Allottee (s)

To pay and bear the common expenses and other outgoings and expenses since the date of possession (including deemed possession date) and also the rates and taxes for the Apartment and proportionately for the Buildings) and Common Areas and/or to make deposits on account thereof in the manner mentioned hereunder to the Vendor/Developer and upon the formation of the Association or such Association Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the Apartment has been taken or not by the Allottee (s). The said amounts shall be paid by the Allottee (s) without arising any objection thereto regularly and punctually within 72 hours to the Developer and upon formation of the Association to such Association.

To deposit the amounts reasonably required with the Vendor/ Developer and upon the formation of the Association with such Association towards, the liability for rates and taxes and other outgoings with respect to the Common Areas and Building(s).

To pay charges for electricity in or relation to the Apartment wholly and proportionately relating to the Common Areas

To install grills the design of which has been suggested and approved by the Architect

Not to subdivide the Apartment or any portion thereto

Not to do anything or prevent the Vendor / Developer from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee (s) enjoyment of the Apartment

To maintain or remain responsible for the structural stability of the Apartment and not to do anything which has the effect of affecting the structural stability of the Building.

Not to do or cause anything to be done in or around the Apartment which may cause or tend to cause tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or any apartment adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

Not to damage demolish or cause to damage or demolish the Apartment or any part thereof or the fittings and fixtures affixed thereto.

Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme at the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Developer differs from the color Scheme of the building or deviation of which in the opinion of the Vendor Developer may affect the elevation in respect of the exterior walls of the Building.

Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Apartment or any part of the Building or the Project or cause increased premium to be payable in respect thereof

Not to make in the Apartment any structural additional and/or alterations such as beams columns partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Vendor/ Developer Association and with the sanction of the authorities concerned as and when required.

Not to use the Apartment to permit the same to be used for any purposes except for residential and lawful purposes and shall not use for the commercial purpose or for any other purposes which may or is likely to cause nuisance or annoyance to Allottee(s) /occupiers of the other portions of the said building or buildings to the occupiers of the neighboring premises or for any illegal or immoral purpose whatsoever.

Not to keep in the Parking Place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure 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 permitted.

Not to use or permit to be used the allocated Car Parking Space, if any. as stated in the Schedule B hereinabove, for any other purpose whatsoever other than parking of its own car/cars.

Not to park car on the pathway or open spaces of the building at any other place and shall use the pathways as would be decided by the Vendor/Developer.

To abide by such building rules and regulations as may be made applicable by the Vendor/Developer before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the building rules and regulations of such Association.

HOUSE RULES:

The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment in the Building.

The Allottee shall not make or permit any disturbing noises in the Building or do or

permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers The Allottee shall not play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker which shall disturb or annoy other occupants of the Building The Allottee shall not give vocal or instrumental instruction at any time, in order to reduce sound emanating from any apartment.

Each Allottee shall keep his apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.

No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor/Developer/Association.

No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Vendor/Developer /Association.

No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Building except such as shall have been approved by the Vendor/Developer /Association nor shall anything be projected out of any window of the Building. The Allottee(s) shall be entitled to put name plate/signage in the place dedicated and allotted by the Vendor Developer.

Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same.

Any damage resulting from misuse of any of water- closets or apparatus shall be paid for by the delinquent Allottee, in whose space it shall have been caused.

No bird or animal shall be kept or harbored in the common areas of the Building.

No radio or television serial shall be attached to or hung from the exterior of the Building

Garbage and refuse from the Apartment shall be deposited in such place only in the Building and at such time and in such manner as the Vendor/Developer /Association may direct.

Allow the Vendor/Developer to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Allottee(s) hereby consents and waives all rights to enable the Vendor/Developer to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Vendor/Developer shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.

No vehicle belonging to an Allottee or guest, sub-tenant or employee of an Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building Complex, by another vehicle

These house rules may be added to, amended or repealed at any time by the Vendor/ Developer and after its formation by the Association.

Until formation of the Association the Vendor Developer shall manage and maintain the Project subject to Allottee/occupiers regularly and punctually making payment of the maintenance charge.

The Allottee (s) agrees that:

Allottee (s) shall pay regularly and punctually within day of every month and month by month the Common Expenses at such rate as may be decided by the Vendor/Developer/Association to be payable from the date of possession (including deemed possession) to the Vendor/Developer/Facility Management Company and upon its formation to the Association, without any abatement or demand.

The proportionate amount payable by the Allottee for the common expenses shall be decided by the Vendor/Developer Facility Management Company/Association from time to time and the Allottee shall be Liable to pay all such expenses wholly, if it relates to the Allottee's Apartment only and proportionately for the Building Complex as a whole. The statement of account of the apportionment of the charges as prepared by the Vendor/Developer Facility Management Company/Association shall be conclusive and final The Allottee (s) shall not be entitled to dispute or question the same provided that the billing is reasonable.

After the formation of the Association the Allottee (s) shall pay such amounts for the aforesaid purpose, as may be fixed and determined by the Association. So long as the Apartment is also separately mutated and separated, the Allottee shall pay the proportionate share of all rates and taxes assessed on the whole Building Complex including the charges for loss of electricity while in transmission to the Allottee from the date of possession. Such proportion is to be determined by the Vendor/Developer on the basis of the area of such Apartment.

If the Allottee fails to pay the aforesaid expenses or part thereof within time as stated in (a) above, the Allottee shall be liable to pay interest at the rate of 2% per month and further that if any interest remains unpaid for sixty (60) days, the Developer or upon formation of Association such Association shall be at liberty to disconnect and/or suspend all common services attached to the Apartment of the Allottee such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

To Co-operate with other allottees / Co-owners of Parking spaces in the ground floor for the purpose of Entry & Exit of Motor Vehicles therein & therefrom.

In case the Calcutta Electric Supply Company Limited ("CESC") decides not to provide individual meters to the Building(s) and makes provision for a High Tension Supply or

Bulk Supply, the Vendor Developer shall provide individual sub-meters to the Allottee upon payment by them of the proportionate security deposit payable to CESC for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by CESC from time to time and all Allottee shall, at all times, be liable to proportionately pay such revision/replenishment to CESC, as per the norms of CESC. In such a case the Allottee may be required to enter into a separate agreement with the Vendor/Developer for supply of electricity through sub meters.

THE SCHEDULE I
ABOVE REFERRED TO:
(Easements Granted)

The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the said Unit which are hereinafter specified **Excepting and Reserving** UNTO AND TO THE vendor/ developer and other persons deriving right, title and/or permission from the vendor/ developer and the Association, upon its formation, the rights, easements, quasi easements, privileges and appurtenances hereinafter more particularly set forth and hereunder written:

- i) The right of access and use of the Common Areas and Installations in common with the vendor/ developer and/or other Co-owners of the New Building or the said premises and all persons permitted by the vendor/ developer as the case may be and for normal domestic purposes connected with the use of the said Unit.
- ii) The right of protection of the said Unit by and from all other parts of the New Building so far as they now protect the same.
- iii) The right of flow in common as aforesaid of electricity, water, drainage, sewerage and other common utilities from and/or to the said Unit through pipes, conduits, cables and wires lying or being in under or over the other parts of the New Building and/or the said premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
- iv) The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the said premises for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, as aforesaid insofar as such rebuilding repairing as aforesaid can not be reasonably carried out without such entry and in all such cases, excepting in emergent situation, upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the vendor/ developer or the Association, upon its formation and the Co-owner affected thereby.

All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, Common Expenses, Electricity charges or any other amount or outgoing payable by the

Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.

(Easements Reserved by the vendor/ developer)

The under mentioned rights easements quasi-easements and privileges appertaining to the said premises shall be excepted and reserved for the vendor/ developer and other persons deriving right title and/or permission from the vendor/ developer and the Association, upon its formation :

1. The right of access and use of the Common Areas and Installations in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the said premises.
2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part or parts (other than the said Unit) of the said Premises through pipes, drains, conduits, cable or wires lying or being in under through or over the said Unit as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the said Premises.
3. The right of protection of other part or parts of the said premises by all parts of the said Unit as the same can or does normally protect.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the said premises.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, conduits, cables and wires as aforesaid and also for the purpose rebuilding or repairing any part or parts of the New Building (Including any Common Areas and Installations) insofar as such building repairing can not be reasonably carried out without such entry provided always that the vendor/ developer or the Association, upon its formation and/or other Co-owners of other part or parts of the said premises shall excepting in emergent situation, give to the Purchaser a prior forty-eight hours' written notice of its or their intention for such entry as aforesaid.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

1.

2.

SIGNATURE OF VENDOR

**SIGNATURE OF
DEVELOPER**

**SIGNATURE OF
ALLOTTEE/PURCHASER**

Drafted by me on the basis of
information furnished by the Parties
herein

RECEIVED of and from the within named Allottee within mentioned sum of
Rs. _____/- (Rupees_____Only) being the consideration amount
 in **PART** as per memo below:-

MEMO OF CONSIDERATION

1.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
2.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
3.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
TOTAL AMOUNT RECEIVED		Rs. -----

Witness :

- 1.
- 2.

SIGNATURE OF DEVELOPER