

**AGREEMENT FOR SALE**

This Agreement for Sale (“**AGREEMENT**”) executed on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty Three (2023)

**BY AND BETWEEN**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the “**OWNERS**” (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include their successor or successors-in-interest and assigns) of the **FIRST PART**.

**AND**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**.

**AND**

*[If the Allottee is a individual]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter (jointly/collectively) referred to as the **ALLOTTEE(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean

and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

[If the Allottee is a company]

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hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, interest, executors, administrators and permitted assigns), of the **THIRD PART**;

[If the Allottee is a Partnership]

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hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the **THIRD PART**;

[If the Allottee is a HUF]

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hereinafter referred to as the "**ALLOTTEE(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or

member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Owners, Promoter and Allottee(s) shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

#### **DEFINITIONS:**

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

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

#### **WHEREAS:**

**A.** The Owners and Promoter have represented to the Allottee(s) that:

- (i) The Owners are the absolute and lawful owners of the property more fully described in Part I of Schedule A hereto which was purchased by the Owners from time to time (hereinafter collectively referred to as "the **Said Land**").
- (ii) The particulars of the title of the Said Land are more fully described in Part II of Schedule A hereto (hereinafter collectively referred to as "the **Devolution of Title**").
- (iii) By a Development Agreement dated 27<sup>th</sup> March, 2023, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, Volume No. 1902-2023, at Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year 2023, the Owners in consultation with each other had jointly granted the exclusive right of development to the Promoter in respect of the said Land pursuant to the said Plan (defined below) to be sanctioned by the concerned statutory authority and commercial exploitation thereof on the terms and conditions mentioned therein (hereinafter referred to as the said **Development Agreement**) and the Owners had also authorized the Promoter to act on behalf of the Owners for causing such development work over the Said Land by a Power of Attorney dated 27<sup>th</sup> March, 2023, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, Volume No. 1902-2023, at Pages 149577 to 149601, Being No. 190204622 for the year 2023 (hereinafter referred to as the said **Power of Attorney**).

- B.** The Promoter had applied for and obtained sanction of the building plan vide Plan No. \_\_\_\_\_ dated \_\_\_\_\_, from the Zilla Parishad, 24 Parganas (North) (hereinafter referred to as the said **Plan** and shall include all alterations and/or modifications made thereto from time to time and as permitted by the Act and Rules) and commenced construction of a residential project comprising of 2 (two) Tower/Building having G+4 (ground plus four upper floors) and various car parking spaces (hereinafter referred to as the "**Buildings**") comprising of several apartments, common areas and other facilities and altogether known as "**Rajkunj**" (hereinafter referred to as the "**Project**"). The Promoter agrees and undertakes that it shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and Section 9(3) of the Rules and other laws as applicable.
- C.** The Promoter vide approval dated \_\_\_\_\_ has been granted the Commencement Certificate to develop the Project.
- D.** The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority (hereinafter referred to as the "**Authority**") at [ ] on [ ] under Registration No. [ ].
- E.** The Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to their right, title, and interest in respect of the Said Land and the Project proposed to be constructed thereat.
- F.** The Allottee(s) had applied to the Promoter for allotment of an Apartment in the Project (hereinafter referred to as the "**Application**"), the Promoter has provisionally allotted in favour of the Allottee(s) All That the Apartment described in **Part I of Schedule B** hereunder written (hereinafter referred to as the "**Said Apartment**") together with the permission to use such number(s) of car parking space(s) to be identified and designated by the Promoter at the Building and/or the Said Project, which do not form a part of the Common Areas, as stated in **Part II of Schedule B** hereunder written ("**Car Parking Space/s**") for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), and further subject to the Allottee making payment of the consideration amount as well as all other dues, extras and deposits, costs and expenses, each of which were unconditionally accepted by the Allottee, (Said Apartment together with the Said Store Room and permission to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space if any, hereinafter collectively shall be referred to as "**Said Apartment And Properties Appurtenant Thereto**") in accordance with the Specifications, marked as **Part IV of Schedule B** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the "**Common Areas**", and more particularly described in **Schedule D** hereto).

**G.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

**H.** Allottee(s) has caused necessary due diligence and satisfied himself/herself/themselves/itself about the rights, title and interest of the Owners and the Promoter in respect of the Said Land and the Project proposed to be developed thereat and has also inspected the title documents of the Owners and the Promoter and all legal incidents, compliances and non-compliances (if any) and matters in relation thereto and/or affecting the Project and has accepted the same to be free from all encumbrances whatsoever and howsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee(s) has also inspected the said Plan, layout plans along with specifications approved by the competent authority for the Buildings and the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.

**I.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

**J.** 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.

**K.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Owners hereby agree to grant their right, title and interest in the Said Apartment And Properties Appurtenant Thereto and the Allottee hereby agrees to take purchase of the Said Apartment And Properties Appurtenant Thereto as specified in paragraph F of the recital.

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

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter and the Owners agree to sell to the Allottee (s) and the Allottee(s) hereby agrees to purchase, the Said Apartment And Properties Appurtenant Thereto as specified in Paragraph F above.

1.2 The Total Price for the Said Apartment And Properties Appurtenant Thereto based on the carpet area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the “**Total Price**”) as also mentioned in **SCHEDULE C** hereunder written, break up whereof is as follows:

- a) Mutually agreed composite sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_) only as detailed herein below:-

SI. No.	Consideration/Amount Payable Towards	Rupees (Rs.)
1.	Said Apartment (calculated @ Rs. _____/- (Rupees _____) only per square feet of the Carpet Area of the Said Apartment)	
2.	Car Parking Space	
3.	Balcony/Verandah	
	<b>Total</b>	

- b) The applicable Taxes payable on the Apartment and Properties Appurtenant Thereto as determined from time to time ("**Said Apartment and Properties Appurtenant Thereto Taxes**").
- c) The Extra Charges as detailed herein below:

<p><b>Interest Free Maintenance Charges:</b> This amount is payable against 12 (twelve) months advance maintenance charges for the Said Apartment. That the Promoter, have estimated the cost for the first-year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee.</p>	<p>Rs. _____/- plus GST</p>
<p><b>Transformer Charges &amp; Electricity Charges &amp; Generator Charges:</b> This amount is payable for the Said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with West Bengal State Electricity Transmission Company Limited/any other electricity supply agency for providing and installing transformer at the said Project. Provided the Allottee shall pay the Deposit to West Bengal State Electricity Transmission Company Limited / any other electricity supply</p>	<p>Rs. _____/- plus GST</p>

agency directly on account of Individual Meter.	
<b>Legal and Documentation Charges</b> (including registry commissioning charges)	Rs. _____/- plus GST
<b>Association Formation/Holding Company Charges</b>	Rs. _____/- plus GST
<b>Drain Piping Charges upto to entrance of Apartment</b>	Rs. _____/- plus GST
<b>Total Extras Charges</b>	Rs. _____/- plus GST

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

The applicable Taxes payable on the Extra Charges as and when will be required by the Promoter after execution of these presents are determined from time to time ("**Extra Charges Taxes**").

d) The Deposits as and when will be required by the Promoter after execution of these presents are detailed herein below:

<b>Interest Free Sinking Fund Deposit:</b> This amount is payable as funds for future repairs replacement, improvements and developments in the Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter may deem fit and proper.	Rs. _____/-
<b>Property Tax Deposit:</b> This amount is payable against proportionate share of Property Tax for the Said Apartment for 12 (twelve) months.	Rs. _____/-
<b>Total Deposits</b>	Rs. _____/-

Registration Fee, Stamp Duty, Electricity Meter Deposit & Mutation Charges on Actual	

The applicable Taxes, if any, payable on the Deposits as determined from time to time ("**Deposit Taxes**")

For the sake of brevity, the term "Total Price" shall include Said Apartment and Properties Appurtenant Taxes, Extra Charges, Extra Charges Taxes, Deposits and Deposit Taxes.

**Notes:**

\*Interest Free advance common area maintenance charges have been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.

The above-mentioned Interest free Advance common area maintenance and Interest Free Sinking Fund shall be taken by the Promoter in the name of the interim body/Association and on its behalf, if such body formed by the time the payment is taken and if not formed, then in the name of the Promoter. The sinking fund and Interest free Advance common area maintenance if taken by the Promoter in its own name, shall be transferred by the Promoter to the association of the Apartment owners upon its formation (subject to adjustment of any dues of maintenance charges and other charges as described in this agreement by any of the Allotees).

\*\* Any extra cost over and above the rate mentioned above, if incurred by the Promoter at the time of installation of the transformer and electricity connection shall be charged proportionately on actual basis.

**Explanation:**

- a) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Apartment; Booking Amount shall be mean and/or a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) [being 10% (ten percent) of the Said Apartment And Properties Appurtenant Thereto excluding GST].

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

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



There to the Allottee.

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

- c) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in **Schedule C**. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- d) The Total Price of the said Apartment and said Store Room includes: (1) Pro-rata share in the Common Area; and (2) \_\_\_\_\_ Car Parking Space as provided in the Agreement.
- e) The Total Price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of consideration of the Apartment, Car Parking Space (if any), construction of not only the Apartment but also the Common Areas, Common Facilities, internal development charges, external development charges, taxes, cost of providing in the Apartment, electrical connectivity, waterline and plumbing, drainage, sewerage, sanitation system, solid waste management system (except cost of operating the system for taking the garbage to the garbage compactor and taking it out), installation of street lighting and organized open space, if any, including landscaping in the common areas of the Project, maintenance charges for 12 (twelve) months and includes cost of all other facilities and amenities, if any, to be provided in the Said Apartment And Properties Appurtenant Thereto and the Project and also the Documentation Charges and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 hereinabove.
- f) The Maintenance Charges although forming part of the Total Price of the Said Apartment And Properties Appurtenant Thereto, shall be collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Common Areas mentioned in Schedule D hereunder and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, through a maintenance company created by the Promoter ("**Maintenance Company**") till the taking over of the maintenance of the same by the Association, in terms of this Agreement. Simultaneously with the taking over of the maintenance of the Common Areas by the Association, the Promoter shall handover the prorated period based unused Maintenance Charges, to the Association, subject to appropriate deductions as provided under this Agreement and accounted thereof;

1.3 The Total Price is escalation-free, save and except increases which the Allottee

hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges and taxes, which may be levied or imposed by Competent Authority or any other authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** (hereinafter referred to as the **PAYMENT PLAN**).
- 1.5 The Promoter may allow, in its sole discretion, a rebate of 4% (four percent) against the 94% (ninety four percent) of the Total Price, if the Allottee shall pay the same on or before signing of these presents. Such rebate shall be adjusted from the last installment of 6% (six percent) of the Total Price payable at the time of possession. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 Except as disclosed to the Allottee in this Agreement, it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixture, fittings and amenities described (which shall be in conformity with the advertisement, prospectus etc. on the basis of which the sale is effected) in respect of the Said Apartment And Properties Appurtenant Thereto or the Project, as the case may be, without the previous written consent of the Allottee/s. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alteration as per the provision of the Act.

**Provided** that the Promoter may, at its sole discretion, against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area of the Said Apartment that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund and /or adjust the excess money paid by the Allottee at the time of final possession or within 45 (forty-five) days from the date of final demand for possession, along with annual interest at the rate specified in the Rules which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum calculated, from the date when such an

excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in SCHEDULE C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause \_\_\_\_\_ the Promoter agrees and acknowledges, all the Allottee shall have the right to the Said Apartment, Car Parking Space as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Said Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with Promoter, other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.;
- (iii) That the computation of the Total Price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of price of Land consideration of the Apartment, Car Parking Space (if any), construction of the Common Areas, internal development charges, if any, external development charges, taxes, cost of providing up to the Apartment the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, solid waste management system, installation of street lights, Fire deduction and firefighting equipment, organized open space, if any, including landscaping in the Common Areas of the Project, maintenance charges for 12 months and includes cost of all other facilities and amenities, if any, provided within the Apartment and the Project and any other charges/deposits etc. more particularly mentioned in Clause 1.2 above.
- (iv) The Allottee has the right to visit the Projects it's to assess the extent of development of the Project and his Apartment, as the case may be, with prior written intimation and appointment. The Allottee shall comply with all requisite safety measures during such site visit and inspection.
- (v) Permission to use of Car Parking Space, if any

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Store Room, if any along with Car Parking Space (if any) shall be treated as a single indivisible unit for all purposes. Unless stated otherwise, it is agreed that the Project is an independent, self-contained Project on the Said

Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

It is understood by the Allottee that all other areas an i.e. areas and facilities falling outside the Project, namely **Rajkunj** shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

- 1.10 The Promoter agrees to pay all outgoings till the obtainment of Occupancy Certificate and/or Completion Certificate and/or Partial Completion Certificate , which it has collected from the Allottee for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only as booking amount being part payment towards the Total Price on or before the execution of this agreement, the receipt to which the Promoter here by acknowledges and the Allottee hereby agrees to pay the balance of the Total Price as prescribed in the Payment Plan mentioned in **Schedule C** as may be demanded by the Promoter within the time and in the manner specified therein:

**Provided** that if the Allottee delays in payment towards any amount which is payable, he/she/they/it shall be liable to pay interest at the rate specified in the Rules].

## 2. **MODE OF PAYMENT:**

- 2.1 **Subject to** the terms of this Agreement and Promoter abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in **Schedule C** through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of “\_\_\_\_\_” payable at Kolkata or in the manner mentioned in the said demand/email. An intimation forwarded by the Promoter to the Allottee that

a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts. The Allottee shall be liable to remit each instalment as mentioned in the Payment Schedule after deducting TDS as applicable. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) plus applicable taxes, for every such dishonour.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement, any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on its/his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, it/he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Apartment and Properties Appurtenant Thereto applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

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

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

- 6.1 The Allottee has seen and accepted the proposed layout plan of the Apartment and floor plan of the Apartment as also shown in the plan and specifications, amenities and facilities of the Apartment/Project as mentioned in the **SCHEDULE D** hereto and have accepted the same which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions as prescribed and shall not have an option to make any variation /alteration /modification in such plans or other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

- 7.1 **Schedule for possession of the Said Apartment and Properties Appurtenant Thereto:** The Promoter agrees and understands that timely delivery of the possession of the Said Apartment and Properties Appurtenant

Thereto to the Allottee along with ready and complete the Common Areas of the Project is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment And Properties Appurtenant Thereto along with ready and complete Common Areas, if any, of the Project on \_\_\_\_\_, 20\_\_, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the Said Apartment And Properties Appurtenant Thereto.

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

7.2 **Procedure for taking possession:** The Promoter, upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project (“**Outgoings Payment Commencement Date**”) and subject to the Allottee not being in breach of any of his/her/their/its obligations under this Agreement, shall offer in writing the possession of the Said Apartment And Properties Appurtenant Thereto, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such certificate Notice. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter.

7.3 **Failure of Allottee to take possession of the Said Apartment And Properties Appurtenant Thereto:** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Said Apartment And Properties Appurtenant Thereto from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such

Allottee shall continue to be liable to pay maintenance charges as specified in Clause 7.2 and all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice.

7.4 **Possession by Allottee:** After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and handing over physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee, it shall be the responsibility of the Promoter to hand over necessary documents and plans, including Common Areas, Amenities and Facilities to the Association of allottees 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, then subject to terms mentioned below, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money, paid by the Allottee shall be returned by the Promoter to the allottee within 45 days of such cancellation.

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

**Except** for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment And Properties Appurtenant Thereto (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Apartment And Properties Appurtenant Thereto, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45(forty-five) days of it becoming due..

**Provided that** where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said



Apartment And Properties Appurtenant There to which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE OWNERS/PROMOTER:**

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

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

restricted in any manner whatsoever from selling the Said Apartment And Properties Appurtenant Thereto to the Allottee in the manner contemplated in this Agreement;

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

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

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

- (i) The Promoter fails to provide ready to hand over possession of the Said Apartment And Properties Appurtenant to the 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 hand over possession' shall mean that Said Apartment And Properties Appurtenant be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a Promoter as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the development of the Said Apartment And Properties Appurtenant as agreed and only there after the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the Total Price of the Said Apartment And Properties Appurtenant along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice. It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

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

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount as the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Apartment And Properties Appurtenant in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall there upon stand terminated Also Allottee is liable to execute the cancellation deed in case of registered agreement at the cost of the allottee.

Provided that the Promoter shall intimate the Allottee about such termination at least 30(thirty) days prior to such termination.

9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

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

10.1 The Promoter, on receipt of Total Price of the Said Apartment And Properties Appurtenant as mentioned in 1.2 above from the Allottee, and on execution and registration of shall execute a Deed of Conveyance, the Promoter would and transfer to the Allottee the possession, right, title and interest and convey the title of the Said Apartment, Said Store Room and right to use of car parking space, if any with irrevocable right to use the Common Areas within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project, to the Allottee:

**Provided that** in the absence of local law, the Deed of Conveyance in favour of Allottee shall be carried out by the Promoter within 3 months from the date issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project. However, in case the Allottee fails to deposit the stamp duty and registration charges and all incidental and legal expenses etc. within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Deed of Conveyance in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The allottee shall be solely responsible and liable to compliance of the provision of India Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority

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

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

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the formation of the Association.

**12. DEFECT LIABILITY:**

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

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

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

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

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

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

**15. USAGE:**

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

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

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment his/her own cost and shall not door suffer to be done anything in or to the Apartment, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign- board/name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further

the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building/Project.

- 16.3 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 Promoter and thereafter the Association, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**18. ADDITIONAL CONSTRUCTION:**

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

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

- 19.1 After the Promoter executes this Agreement, they shall not mortgage or create a charge on the Said Apartment, Store Room and car parking space, if any, 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, Store Room and car parking space, if any.

However the promoter shall be entitled to securitize the Total price and other amounts, respectively, payable by the Allottee under this agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof . Upon receipt of such intimation from the Promoter the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated

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

- 20.1 The Promoter has assured the Allottee that the Project in its entirety is in

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

**21. BINDING EFFECT:**

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

**22. ENTIRE AGREEMENT:**

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

**23. RIGHT TO AMEND:**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE(S):**

24.1 It is clearly understood and so agreed by and between the parties here to that all the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment And Properties Appurtenant and the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Said Apartment And Properties Appurtenant for all intents and purposes.

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



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

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

**26. SEVERABILITY:**

26.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and the Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**28. FURTHER ASSURANCES:**

28.1 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:**

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

**30. NOTICES:**

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

**Allottee(s):**

Name of the Allottee(s)

Address:

**Promoter:**

Name of Promoter:

Address:

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

**31. JOINT ALLOTTEES:**

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

**32. GOVERNING LAW:**

32.1 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:**

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

**34. ADDITIONAL TERMS:**

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

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

**35. ADDITIONAL DEFINITIONS:**

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

- a) **“Agreement”** shall mean this agreement together with each of the Recitals and Schedules stated and/or incorporated herein by reference or otherwise, as may be amended in the manner as recorded herein

and/or in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to this agreement.

- b) **“Apartment”** shall mean a constructed space at the Buildings intended and/or capable of being exclusively enjoyed by a specific Apartment Allottee as identified by the Promoter.
- c) **“Balcony/Verandah”** shall mean the balcony(ies)/verandah(s) which is/are meant exclusively for the use of an Allottee, and which comprises an integral and inseparable part/component of an Apartment.
- d) **“Booking Amount”** shall mean 10% (ten percent) of price of the Said Apartment, and car parking and 50% (fifty percent) of Legal Charges.
- e) **“Building(s)”** shall mean the new building(s) consisting of various self-contained apartments and constructed spaces, proposed to be constructed at the Said Land.
- f) **“Built-Up Area”** shall mean the aggregate of: (i) the Carpet Area of an Apartment, (ii) the area of the Balcony/Verandah, (iii) 50% (fifty percent) of the area of the Open Terrace and (iv) the niches, elevation, treatment plus 100% area of the external walls which are not shared and 50% area of the walls shared by the apartment and the adjacent apartments and 50% area of the walls shared by the common facilities like lift lobbies, stairs, corridors, duct and so on, if any, all as computed by the Architect.
- g) **“Covered Car Parking Space”** shall mean all the spaces in the portions at the ground floor, 1<sup>st</sup> floor and 2<sup>nd</sup> floor level/podium level of the new buildings of the Project expressed or intended to be reserved for parking of private medium sized motor car(s).
- h) **“Carpet Area”** shall mean the net usable area of an Apartment, excluding the area covered by the external walls, areas under the services’ shafts, the areas respectively comprised in the Balcony/Verandah, but including the area covered by the internal partition walls of such an Apartment.
- i) **“Common Expenses”** shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee and the other Allottees, each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee:
  - (i) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottee(s) for rendition of the Common Purposes; and
  - (ii) all the Outgoings payable in respect of the Land, the Building, the

Common Areas; and

- (iii) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the Land and/or the Buildings including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and
  - (iv) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas; and
  - (v) All expenses towards electricity and annual maintenance charges of the mechanized car parking space, however, it being made clear that the said mechanized car parking space, if any, shall not be part of common areas.
  - (vi) Such other charges, expenses etc. as determined by the Promoter from time to time; and
  - (vii) Each of the afore stated together with the applicable Taxes thereon; and
- j) **“Common Purposes”** shall include:
- a) the maintenance, management, upkeep, administration, protection etc. of the Land, the Building, the Common Areas and the several facilities etc. at/of the Land and/or the Buildings including the repairs, replacements, improvements etc. thereof;
  - b) dealing with and regulating matters of common interest of each of the Allottees relating inter alia to their mutual rights and obligations in respect of the Land and the Project, for the use and enjoyment of their respective Apartments and the Common Areas;
  - c) Insurance of the Project and the Common Areas;
  - d) the collection and disbursement of the Common Expenses;
  - e) all other common purposes and/or other matters, issues etc. in which the Allottee(s) have common interest relating to the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter; and

- f) all other common expenses and/or other matters issues etc. which the Allottee(s) have in common interest relating to the Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter.
- k) **“Outgoings”** shall mean all the municipal rates and taxes, land revenue, assessments, electricity charges (including transmission loss), utility charges and all other outgoings by whatever name called including but not limited to those determined by the Promoter, which shall be final and binding on all the Allottees including the Allottee, each together with the applicable Taxes, interest and penalty thereon, if any.
- l) **“Super Built Area”** shall mean the built-up area forming part of the Flat/Unit/Apartment and such proportionate share in the common parts and portions as may be determined by the Architect for the time being in respect of the said Project and any certificate given by him shall be final, conclusive and binding.

**36. ADDITIONAL TERMS AND COVENANTS REGARDING THE TOTAL PRICE, DEPOSITS, EXTRA CHARGES ETC., AND THE PAYMENT THEREOF:**

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

enjoyment of the Common Areas.

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

undertake(s) to make each of such payments as and when the same become due.

- v) The Allottee(s) shall be bound and obliged to and undertake(s) to: (i) deposit with the concerned authorities, the TDS if any deducted, within the 7th (seventh) day of the month succeeding the month of payment; and (ii) issue and hand over to the Promoter, the relevant TDS certificate within the time period stipulated by Applicable Laws, failure whereof shall attract and accrue interest on the amount so deducted for the period of default/delay, such interest to be calculated at the rate prescribed/prevaling under the Applicable Laws governing the subject matter of TDS ("TDS Interest"). Delay caused by the Allottee(s) in fulfilling the aforesaid obligation shall be deemed to be an event of default by the Allottee(s) in his/her/ their/its payment obligations, which shall entail the same consequences as stated in para/clause 35.5 herein.
- v) In case the Promoter condones the default of the Allottee(s) in making timely payment of and/or in depositing any amount and/or in depositing the TDS and/or furnishing the TDS certificate within the stipulated timeline(s), then and in such an event, the Allottee(s) shall, along with the outstanding dues and/or arrears, pay to the Promoter, the Interest and/or the TDS Interest, as the case may be, on each of the amounts remaining unpaid/outstanding for the period of default/delay until the date of actual realization thereof



together with the administrative charges in terms of the then prevailing policy of the Promoter in respect thereof. Any condonation granted by the Promoter shall not amount to waiver of the future defaults and/or the breaches and/or delays of/by the Allottee(s) and shall be without prejudice to the other rights of the Promoter.

- v) Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Allottee(s) (notwithstanding any specific instruction regarding the same having been given/issued by the Allottee) shall, at the first instance, be applied by the Promoter towards payment of the Interest and the TDS Interest ascertained by the Promoter as due and payable by the Allottee(s), and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Allottee(s) as ascertained by the Promoter, and the Allottee(s) authorize(s) and empower(s) the Promoter to so adjust and/or appropriate all payments made by the Allottee(s), and the Allottee(s) undertake(s) not to object to the same and/or to demand/direct the Promoter to adjust the payments in any manner.
- v) All payments shall be made by the Allottee(s) at the office of the Promoter against proper receipts and in no event shall the Allottee(s) be entitled to set up any oral agreement regarding payment or otherwise. Further, all costs in respect of any payment being made by outstation/dollar cheques, shall be borne and paid by the Allottee(s). Furthermore, on the dishonor of any banking negotiable instrument on any ground whatsoever, without prejudice to the other rights and remedies of the Promoter and/or of the Other Entities, the Allottee(s) shall compensate the Promoter and/or the Other Entities for every such dishonor by making payment of Rs.1,500/- (Rupees One Thousand Five Hundred) only and applicable taxes, if any, and the Allottee(s) accept(s) and consent(s) to the same.
- x) In the event the Allottee(s) is/are a Person of Indian Origin and/or a Non-Resident Indian (as such terms are respectively defined/described under the governing Applicable Laws), the Allottee(s) confirm(s) that all remittances shall be made in compliance with all Applicable Laws as modified/revised from time to time, and the Allottee(s) shall provide the Promoter with all certifications, declarations etc. pertaining to/in support thereof.
- x) All refunds, if any in terms of this Agreement, even to Non-Resident Indians and/or Persons of Indian Origin shall be made in Indian Rupees unless mandated otherwise by the then prevailing Applicable Laws.

**37. ADDITIONAL TERMS AND COVENANTS REGARDING CONSTRUCTION:**

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

**38. ADDITIONAL TERMS AND COVENANTS REGARDING POSSESSION/HAND OVER:**

- 38.1 Failure of Allottee(s) to take possession of Said Apartment And Properties Appurtenant: In case the Allottee(s) fails to take possession within the time provided in para 7.2 in the Possession Notice such Allottee(s) shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (Deemed Possession) and also pay demurrage charges to the Promoter at the rate of Rs.5,000/- (Rupees five thousand) 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 Said Apartment And Properties Appurtenant Thereto.

**39. ADDITIONAL TERMS AND COVENANTS REGARDING EVENTS OF DEFAULTS AND/OR CANCELLATION AND/OR TERMINATION, AND ITS CONSEQUENCES:**

- (i) In the event the Allottee(s) is in breach of and/or has failed to perform and observe any of his/her/their/its covenants, obligations, representations or warranties under this Agreement and/or the terms and conditions of this Agreement, which breach and/or failure has not been remedied despite having been issued a notice in that regard, the Allottee(s) shall be considered under a condition of default, and an Allottee(s) Event of Default shall be deemed to be occurred.
- (ii) Without prejudice to and in addition to the events/grounds stated

elsewhere in this Agreement on the occurrence whereof the Promoter shall be entitled to terminate this Agreement (each of which also to be treated as an Allottee(s) Event of Default), on the occurrence of an Allottee(s) Event of Default which continues for a period beyond 30 (thirty) days after notice from the Promoter in this regard (such failure being as determined by the Promoter), then without prejudice to the right of the Promoter to charge and recover from the Allottee(s), Interest and other amounts as stipulated in this Agreement including that for the period of delay, the Promoter shall be entitled, at its option, and is hereby authorized by the Allottee(s), to determine and/or rescind and/or terminate this Agreement provided that the Promoter shall intimate the Allottee(s) about the Promoter's intention to so terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

- (iii) The Allottee(s) may at any time after the date hereof and without the occurrence of any Promoter Event of Default, but no later than 30 (thirty) days prior to the execution and registration of the Conveyance Deed subject to the terms hereof, by a 30 (thirty) days' notice in writing intimate the Promoter of his/her/their/its intent to terminate this Agreement provided that in view of inter alia the fact that the Promoter has as a consequence of this Agreement blocked the Said Apartment And Properties Appurtenant for the Allottee(s), on the date of termination of this Agreement by the Promoter and/or by the Allottee(s) (as the case may be) in terms hereof, the undernoted mutually agreed amounts shall, without any further act, deed or thing by the Promoter and/or by the Allottee(s) stand forfeited in favour of the Promoter from out of all the sums paid/deposited till such date by the Allottee(s) to/with the Promoter at the specific instructions of the Promoter (irrespective of the account/head towards which such sum may have been paid/deposited by the Allottee(s)), and the balance, if any ascertained by the Promoter as payable by the Allottee(s) to the Promoter, shall forthwith and immediately be paid on demand by the Allottee(s) to the Promoter, and the Allottee(s) accept(s) such consequences and consent(s) to the same:-
- a) a sum equivalent to 10% (ten percent) of the Said Apartment and car parking Price together with the applicable Taxes thereon; and
  - b) the Common Expenses and each of the amounts stipulated hereinabove, as applicable, each payable with effect from the Outgoings Payment Commencement Date till the date of termination (being the date of notification/acceptance/receipt by the Promoter of the termination notice, as the case may be); and
  - c) the Interest and/or the TDS Interest, if any due, accrued and payable by the Allottee(s) on any amount, as ascertained by the Promoter; and
  - d) all amounts paid/payable by and/or recoverable from the Allottee(s) towards any of the Taxes; and

- e) brokerage/commissions paid to any real estate agent/channel partner/broker; and
  - f) the stipulated charges on account of dishonor, if any, of a banking negotiable instrument; and
  - g) stamp duty, registration fees/charges, legal fees and charges and any other fees, charges etc. payable/to be paid/ paid on pertaining to this Agreement and the Deed of Cancellation; and
  - h) further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Said Apartment And Properties Appurtenant to another buyer and the Total Price of the Allottee(s) if the current Sale Price is less than the Purchase Price.
- (iv) The Allottee(s) accept(s) and confirm(s) that:
- bearing in mind that the Said Apartment And Properties Appurtenant, would have been kept blocked by the Promoter for the Allottee(s) till the date of termination (as stated hereinabove) the abovementioned mutually agreed amounts are a fair and reasonable estimate of the loss and damage that would be suffered by the Promoter due to the abovementioned termination, and
  - all and/or any amounts collected by the Promoter as Taxes/taxes payable and deposited with the concerned authorities shall not be returned/refunded by the Promoter, and the Allottee(s) shall be free to approach the authorities concerned for refund of such Taxes, and the Allottee(s) covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand, action etc. contrary to the aforesaid.
- (v) In the event after the aforesaid forfeiture, the Promoter ascertains

that any amount is to be refunded by the Promoter to the Allottee(s), such amount will be refunded: (i) without any interest and/or compensation; and (ii) subject to the Allottee(s) executing, at his/her/their/its at the cost and expense, the Deed of Cancellation if so determined by the Promoter; and (iii) only after the Promoter has entered into a fresh agreement in respect of the Said Apartment And Properties Appurtenant Thereto with any other Person(s). The Allottee(s) acknowledge(s) that it is justifiable for the Promoter to refund the amount, if any ascertained as due by the Promoter to the Allottee(s), after expiry of a reasonable period of time after the date on which the Promoter enters into the abovementioned new agreement, in as much as the Promoter would be blocking the Said Apartment And Properties Appurtenant, on account of the Allottee(s), and thus the Allottee(s) agree(s) and covenant(s) not to raise any objection whatsoever or howsoever to the same, and hereby consent(s) to the same.

- (vi) Notwithstanding the non-execution of the Deed of Cancellation upon cancellation of Allotment as stated in Clause 9.3(ii) above, immediately on the issuance and/or acceptance/receipt of the termination notice by the Promoter, the Allottee(s) shall cease to have any manner of right or claim or demand under this Agreement and/or against the Promoter (save and except receipt of refund, if any, subject to and/or in accordance with the provisions of this para/Clause 34.6) and the Promoter shall stand released and discharged from all its obligations and liabilities under this Agreement, and though none created hereunder, for the avoidance of any doubt, it is confirmed and accepted by the Allottee(s) herein that upon the occurrence of the aforesaid event, any manner of right or interest or claim or demand of the Allottee(s) in respect of/to/over any part or portion of the Land and/or the Project and/or the Said Apartment And Properties Appurtenant Thereto shall automatically and without the execution of any further act, deed or thing by the Allottee(s) and/or the Promoter, stand terminated, cancelled, revoked, surrendered, released, relinquished, disclaimed etc. in favour of the Promoter for all intents and purposes, and the Promoter shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper.
- (vii) It is unequivocally agreed and understood that upon termination or cancellation of this Agreement on the terms stipulated in this Agreement, the Parties hereto shall, if so determined by the Promoter at its sole and absolute discretion, but without prejudice to the provisions of para/Clause 34.5 (v) hereinabove, execute a deed of cancellation for the same (such deed being in such form and containing such particulars and/or covenants and/or stipulations as the Advocate may deem fit and proper) and register the same with the Registering Authority ("Deed of Cancellation"), as and when intimated by the Promoter, at the cost and expense of the Allottee(s). In the event the Allottee(s) fail(s) or refuse(s) to execute and/or register the Deed of Cancellation for any reason whatsoever, the Allottee(s) shall, in addition to his/her/their/its liability

stated anywhere in this Agreement, be liable and obliged to and undertake(s) to pay to the Promoter an amount equivalent to 10% (ten percent) of the Total Price together with all costs, expenses, losses, damages etc. as may be suffered, incurred or sustained by the Promoter, each ascertained by the Promoter due to such default of the Allottee(s), with the Allottee(s) hereby and hereunder accepting and confirming that the abovementioned is fair and reasonable, and not in the nature of any penalty, and thus the Allottee(s) accept(s) and confirm(s) the aforesaid, and covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand etc. contrary thereto. The Allottee(s) hereby agree(s) and undertake(s) to do, execute and perform all such acts, deed and things and sign, execute, deliver and register (if required) such deeds, documents etc. (in such form and containing such particulars and/or covenants and/or stipulations as the Advocate may deem fit and proper), as may be determined by the Promoter, all at the cost and expense of the Allottee(s).

- (viii) Notwithstanding anything elsewhere to the contrary contained in this agreement including in the Schedules hereto, the Allottee(s) expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Said Apartment And Properties Appurtenant and/or this Agreement in terms of this Agreement by the Promoter or the Allottee(s), as the case may be, in that event the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation/extinguishment/declaration recording such cancellation without the requirement of the presence or signature of the Allottee(s) in such deed of cancellation/extinguishment/declaration and the Allottee(s) shall cease or be deemed to have ceased to have any right title or interest in the Said Apartment And Properties Appurtenant/ Building/ Project on and from the date of termination/cancellation.
- (ix) Notwithstanding anything elsewhere to the contrary contained in this agreement that it is will not be necessary for the Promoter to complete and install all the Common Areas and Installations, facilities and amenities before giving possession to the Allottee(s). The said apartment shall be deemed to be in a habitable condition as soon as the same is completed internally in accordance with the specifications mentioned in the Part - II of the Schedule B hereunder written, the entrance lobby of the Project and at least one lift of the building is made operative and water drainage sewerage and provisional electricity connection are provided in or for the said apartment. The Allottee(s) shall not withhold or make any delay in payment of the consideration money to the Promoter after receiving the possession notice for not making over the part or portion of the Common areas and Installations, facilities and amenities which would be under construction at that time.
- (x) The Promoter shall have the exclusive right to put up any neon sign, hoardings and other display materials of "Realtech Group" on any part

or portion of the Common Areas and the Allottee(s) agrees and acknowledges that the Promoter shall be entitled to put up such neon sign, hoardings and other display materials on any part or portion of the Common Areas

**40. ADDITIONAL TERMS AND COVENANTS REGARDING THE DEED OF CONVEYANCE:**

- (i) After and subject to compliance by the Allottee(s) of each of his/her/their/its obligations to the satisfaction of the Promoter including but not limited to receipt by the Promoter of each of the several amounts due and payable by and/or to be deposited by the Allottee(s) (each as ascertained by the Promoter), and further subject to the Allottee(s) depositing with and/or making payment to the Promoter and/or to the concerned Governmental Authority of each of the amounts stipulated in this Agreement including those stipulated in para/Clause 35.7(iii) hereinbelow and furthermore subject to the Allottee(s) not having committed any breach, violation, contravention etc. of any of the terms and conditions as stipulated herein and as determined by the Promoter, the Promoter and the Allottee(s) shall take steps to execute in favour of the Allottee(s), the deed of conveyance, whereby and whereunder the title in respect of the Said Apartment and right to use of car parking space, if any shall be transferred and conveyed in favour of the Allottee(s), while the title in respect of the indivisible share in the Common Areas (Undivided Share) shall be transferred and conveyed in favour of the Association, such deed of conveyance (s) being in such form and containing such particulars and/or covenants and/or stipulations as drafted by the Advocate of the Promoter ("Conveyance Deed"), on such date as may be determined by the Promoter provided that in the absence of any Applicable Law, the Promoter shall subject to the afore stated and further unless prevented by a Force Majeure Event, comply with its aforesaid obligation within 3 (three) months from the date of issuance of the Completion Certificate or within such time period as may be prescribed under the Act and/or Rules. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Said Apartment in favour of the Allottee(s), then the transfer of the share in the Common Areas may be completed in favour of the Allottee(s) in trust and for the ultimate ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee(s) and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee(s)
- (ii) In addition to the amounts stated elsewhere in this Agreement, the Allottee(s) shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay inter alia: (i) the entire stamp duty, registration fees and other fees, taxes and charges as may be levied from time to time by the government and/or any other authority(ies) and/or any Governmental Authority on the afore stated

transfer of the Said Apartment and right to use of car parking space, if any and/or the Undivided Share, including those applicable/prevailing at the time of registration of the Conveyance Deed. It being further clarified that all costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any conveyance deed of the Common Areas shall be borne and paid by all owners and allottee(s) of units in the Project on pro rata basis.

**ADDITIONAL TERMS AND COVENANTS REGARDING MAINTENANCE OF THE SAID BUILDING/ SAID APARTMENT AND PROPERTIES APPURTENANT/PROJECT:**

- (iii) The Allottee(s) along with the other allottees in the said Project shall join and form and register an organization or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said "Association") to be known by such name as the Promoter may decide. For the said purpose the Allottee(s) shall sign and execute application for registration and/or membership and other papers and documents as necessary for the formation and registration of such Association and for becoming a member, including bye laws of the proposed Association. The Allottee shall duly fill in sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s) so as to enable the Promoter to register the Association of the Allottee(s). Changes or modifications, if any, are to be made in the draft bye laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case maybe, or any other Competent Authority. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the unit owners in complying with the above.



- (iv) The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted units, areas and spaces in the Project.
- (v) The Allottee(s) hereby agrees and confirms that from the Outgoings Payment Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Project (Common Expenses and expenses incurred for Common Purposes and expenses namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, annual maintenance charges, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the same) irrespective of whether the Allottee(s) is in occupation of the said Apartment or not and construction activity is continuing in adjacent tower/ buildings and infrastructure, facilities and amenities are not fully completed. The Allottee(s) further agrees that till the Allottee's share is so determined, the Allottee(s) shall pay to the Promoter provisional monthly contribution of maintenance charges and lump sum Maintenance Deposit towards the outgoings as mentioned in Para/ Clause 1.2 for such expenses. The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.
- (vi) In case of failure of the Allottee(s) to pay the maintenance Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Promoter and/or Maintenance Company to deny him the maintenance services, facilities, amenities, disconnection of water supply, disconnection of electricity/DG back up etc. and also charging interest @ 2% per men sum on the due amount.
- (vii) Upon the said Association being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement. The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Company /Promoter as may be framed by the Maintenance Company /Promoter from time to time for the upkeep and maintenance of the Project.

40.2

**ADDITIONAL TERMS ON DEFECT LIABILITY:**

The Clause 12 hereinabove shall be subject to the condition that

the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- (i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee(s) taking over possession of the Said Apartment And Properties Appurtenant, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- (ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee(s), the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- (iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- (iv) If the Allottee(s) after taking actual physical possession of the Said Apartment And Properties Appurtenant, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- (v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- (vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee(s) or his / her agents in the manner in which same is required to be maintained.
- (vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not

under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

- (viii) Any defect due to force majeure.
- (ix) Failure to maintain the amenities / equipments.
- (x) Due to failure of AMC.
- (xi) Regular wear and tear.
- (xii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee(s), without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

**40.3 ADDITIONAL TERMS AND COVENANTS REGARDING THE RIGHT OF THE PROMOTER TO CREATE CHARGE/MORTGAGE:**

- (i) Notwithstanding anything contained herein, by the execution of this Agreement the Allottee(s) has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the Said Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution and/or any other persons providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of the Allottee(s). For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee(s) for creation of charge/ mortgage over any part or portion of the Said land and/or the Building, and no separate consent of the Allottee(s) shall be required for the said purpose.
- (ii) The Promoter undertakes to cause the said bank(s)/financial institution(s) to:
  - (a) issue, if necessary, a no-objection letter in favour of the Allottee(s)/financier bank(s)/ financial institution(s) /any other persons to enable the Allottee(s) to take a home loan from any bank or financial institution for financing the purchase

of the Said Apartment And Properties Appurtenant; and (b) upon receipt by the Promoter from the Allottee(s) (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/to be deposited by the Allottee(s) in terms of this Agreement, before execution of the Conveyance Deed in favour of the Allottee(s), subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrances, if any created by the Promoter over and in respect of the Said Apartment And Properties Appurtenant Thereto, to be discharged and/or released.

40.4

#### **ADDITIONAL TERMS AND COVENANTS REGARDING THE RIGHT OF THE PROMOTER:**

a) Allottee's Covenants:

The Allottee(s) covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

i) Allottee(s) aware of and satisfied with common areas amenities and facilities and specifications:

The Allottee(s), upon full satisfaction and with complete knowledge of the Common Areas, Amenities and Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee(s) has examined and is acquainted with the Project and has agreed that the Allottee(s) shall neither have nor shall claim any right over any portion of the Project save and except the said Apartment And Properties Appurtenant.

ii) Allottee(s) to mutate and pay rates & taxes:

The Allottee(s) shall (1) pay all fees and charges and cause mutation in the name of the Allottee(s) in the records of the South Dum Dum Municipality, within 30 (thirty) days from the date of taking conveyance deed of the said Apartment And Properties Appurtenant (Date of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the Said Apartment And Properties Appurtenant from the date of possession notice and until the Said Apartment And Properties Appurtenant is separately mutated and assessed in favour of the Allottee(s), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee(s) further admits and accepts that the Allottee(s) shall not claim any deduction or abatement in the aforesaid bills.

iii) Allottee(s) to pay maintenance charge:

The Allottee(s) shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee(s) further admits and accepts that (1) the Allottee(s) shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

iv) Charge/Lien:

The Promoter shall have first charge and/or lien over the Said Apartment And Properties Appurtenant for all amounts due and payable by the Allottee(s) to the Promoter provided however if the Said Apartment And Properties Appurtenant is purchased with assistance of a bank/financial institution/other persons, then such charge/lien of the Promoter shall stand extinguished on the bank/financial institution/other persons provided all dues payable to the Promoter are cleared by the Allottee(s) and/or such bank/financial institution/ other persons.

v) Car Parking:

That at the request of the Allottee(s), the Promoter hereby permits the Allottee(s) to use the number of Car Parking Spaces, if any, as set out in Part - II of Schedule B hereto within the Project on the Said Land. The allocation of these spaces shall be at the sole discretion of the Promoter and the Allottee(s) hereby agrees to the same. The Allottee(s) is aware that the Promoter has in the like manner allocated / shall be allocating other car parking spaces as sanctioned by the authorities to other Allottee(s) in the Project and undertakes not to raise any objection in that regard and the rights of the Promoter to raise any such objection shall be deemed to have been waived. The Allottee(s) hereby warrants and confirms that the Allottee(s) shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottee(s) herein) of the Apartments in the Building/Tower and the Project.

Whereas, in situations where dependent or stacked car parking spaces are allocated to two different allottees, it is hereby mandated that the allottee who has been granted the parking space in front shall be obligated to submit a set of car keys at the designated security desk, in order to facilitate the entrance and exit of the car parked in the parking space allocated at the rear end.

In the instance of mechanical car parking spaces, where two inter-dependent car parks are allocated, the occupants shall utilize the spaces in an interchangeable manner based on availability. The first arriving vehicle shall be accommodated on the top level, while the subsequently arriving vehicle shall be parked in the space below. To ensure seamless operation and to avoid any potential issues during the departure of any vehicle, both occupants shall be required to submit the keys of their respective vehicles at the designated security desk.

The Allottee(s) agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the open parking areas, if any, to any other Allottee(s) nor to disturb the use of the allotted parking space by the concerned Allottee(s).

v) Environmental Clearances:

The Allottee(s) is made aware that the promoter may be required to obtain new/revised/amended environmental clearances from time to time during the course of the said construction and the Allottee(s) hereby giving their irrevocable consent and/or permission to promoters for applying and obtaining such new/revised/amended Environmental Clearance Certificate in this regard.

vi) Future Contingency and Covenant of Allottee(s):

The Allottee(s) agrees that these terms and conditions for sale and transfer of the Said Apartment And Properties Appurtenant as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee(s) agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

b) Obligations of Allottee(s): The Allottee(s) shall:

- (i) Co-operate in management and maintenance: Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.
- (ii) Observing Rules: Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities.
- (iii) Paying Electricity Charges: Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit

out.

- (iv) **Meter and Cabling:** Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee(s) shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).
- (v) **Residential Use:** Use the Apartment for residential purpose only. Under no circumstances shall the Allottee(s) use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee(s) shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (vi) **Maintenance of Apartment:** Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee(s).
- (vii) **Use of Common Toilets:** Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (viii) **Use of Spittoons / Dustbins:** Use the spittoons / dustbins located at various places in the Project.
- (ix) **No Alteration:** Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.
- (x) **No Structural Alteration and Prohibited Installations:** Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee(s) shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee(s) then the Promoter and/or the Association shall be entitled to demolish the changes and restore the

said Apartment at the cost of the Allottee(s). In the event any change is made by the Allottee(s) after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee(s). The Allottee(s) shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee(s).

- (xi) **No Air Conditioning Without Permission:** Not to install any window air-conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.
- (xii) **No Collapsible Gate:** Not install any collapsible gate outside the main door / entrance of the said Apartment.
- (xiii) **No Grills :** Not install any grill on the balcony or verandah.
- (xiv) **No Sub-Division:** Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- (xv) **No Change of Name:** Not to change/alter/modify the name of the Project from that mentioned in this Agreement.
- (xvi) **No Nuisance and Disturbance:** Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (xvii) **No Storage:** Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (xviii) **No Obstruction to Promoter/Association:** Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.
- (xix) **No Obstruction of Common Areas:** Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.



- (xx) **No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.
- (xxi) **No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (xxii) **No Injurious Activities:** Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
- (xxiii) **No Storing Hazardous Articles:** Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building.
- (xxiv) **No Signage:** Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee(s) from displaying a standardized name plate outside the main door of the said Apartment.
- (xxv) **No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
- (xxvi) **No Installing Generator:** Not to install or keep or run any generator in the Said Apartment.
- (xxvii) **No Misuse of Water:** Not to misuse or permit to be misused the water supply to the said Apartment.
- (xxviii) **No Damage to Common Portions:** Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee(s) or the family members, invitees, servants, agents or employees of the Allottee(s), the Allottee(s) shall compensate for the same.
- (xxix) **No Hanging Clothes:** Not to hang or cause to be hung clothes from the balconies of the Said Apartment.
- (xxx) **No Smoking in Public Places:** Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins

after ensuring that the fire is fully extinguished from such cigarettes.

- (xxxi) No Plucking Flowers: Not to pluck flowers or stems from the gardens.
- (xxxii) No Littering: Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.
- (xxxiii) No Trespassing: Not to trespass or allow trespass over lawns and green plants within the Common Areas.
- (xxxiv) No Overloading Lifts: Not to overload the passenger lifts and move goods only through the staircase of the Building.

- (xxxv) **No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire.
- (xxxvi) **No Covering of Common Portions:** Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- (xxxvii) **Pay Goods & Service Tax:** To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee(s) to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee(s) in terms of this Agreement.
- (xxxviii) **Notification regarding Letting/Transfer:** If the Allottee(s) lets out or transfers the said Apartment, the Allottee(s) shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.
- (xxxix) **No Right in Other Areas:** The Allottee(s) shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Common Areas of the Project.

(xl) **Restriction regarding Pets:** Pets shall be immunized and be kept on a leash while in the common areas of the project. It shall be the responsibility of the pet owner to arrange cleaning up if they relieve themselves anywhere within the project campus which is not a designated place. Preference should be given to the fellow residents/visitors if they are not comfortable with the pets boarding the same elevator.

(xli) **Restriction regarding slaughtering:** NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Property.

**c) Indemnity:**

The Allottee(s) shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the

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

**d) Documentation for Loan:**

The Promoter shall provide to the Allottee(s) all available documents in soft copy so that the Allottee(s) may get loan from banks and financial institutions, if required by the Allottee(s).

40.5

**ADDITIONAL TERMS AND COVENANTS REGARDING REGULARIZATION FEES:**

Subject to the Promoter agreeing to any change in the plans of the said Apartment, the Allottee shall be liable to pay Rs.30/- per square feet as the regularization fees payable to the Promoter.

40.6

**ADDITIONAL TERMS AND COVENANTS REGARDING TRANSFER AND/OR NOMINATION BY THE ALLOTTEE(S):**

The Allottee(s) admits and accepts that after the Lock in period of 18 months and before the execution and registration of conveyance deed of the said Apartment And Properties Appurtenant the Allottee(s) may nominate this agreement any time before the registration of the Deed of Conveyance, subject to the following conditions:

- (i) The profile of the Transferee is accepted by the Promoter;
- (ii) The Allottee(s) shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination;
- (iii) A nomination fee equivalent to 2% (two percent) of the Apartment & CP Price together with applicable taxes, if any, shall be payable to the Promoter. The Promoter shall consent to such nomination only upon being paid the fee / charge as aforesaid;
- (iv) All amounts agreed to be payable by the allottee(s) intending to nominate this Agreement has already been paid to the Promoter;
- (v) Any such nomination or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee(s) to be observed fulfilled and performed;

- (vi) All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid transfer/nomination/assignment/alienation shall be payable by the Allottee(s) or its transferee.

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

41.1 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 ("Association") by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

41.2 **Maintenance Agency:** The Promoter shall appoint one or more agencies or persons ("Maintenance Agency/Company") to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and facilities, amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common ("Common Purposes") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

41.3 **Maintenance In-charge:** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge ("Maintenance In-charge")

41.4 **Common Areas Related:**

41.4.1 The Project shall also contain certain Common Areas as specified in SCHEDULE D hereto which the Allottee shall have the right to use in common with the Owner, the Promoter and other owners/allottees of the Project and other persons permitted by the Promoter.

41.4.2 Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of

the Common Areas by the Allottee either independently or in common with any other Co-owner.

- 41.4.3 Upon construction of the Buildings at the Project Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.
- 41.4.4 The Owner/Promoter would provide right to use in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires transfer of Common Areas in favour of the Association, then such transfer shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Said Apartment in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour the Association as and when formed and any related documentation and acts deeds and things shall be done by the Allottee and/or the Association and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee proportionately and/or the Association.

#### **41.5 Apartment Related:**

- 41.5.1 Fittings & Fixtures: Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.

#### **41.6 Future Expansion Related:**

- 41.6.1 The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project.
- 41.6.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Said Apartment or reducing the amenities and facilities mentioned in SCHEDULE D. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act.

41.6.3 The Allottee accepts and confirms that in case of integration of any part of any future phase lands, the calculation of proportionate share shall vary but the Total Price or Taxes or Extra Charges or Deposits payable by the Allottee hereunder shall not vary thereby.

**SCHEDULE “A”  
Part – I  
[Said LAND]**

ALL THAT the piece or parcel of land measuring 31.75 (thirty one point seven five) decimal more or less, comprised in R.S./L.R. Dag Nos. 699, 700, 701 and 702, recorded in L.R. Khatian Nos. 1305, 1306, 1307, 158 and 544, Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the Jurisdiction of Patharghata Gram Panchayat, Police Station Rajarhat, Sub-Registration District Rajarhat, New Town, Kolkata-700135, District North 24 Parganas, the Said Land is butted and bounded as follows:

**On the North** : By R.S./L.R. Dag Nos. 697 and 702  
**On the East** : By R.S./L.R. Dag No. 709  
**On the South** : By Panchayat Road  
**On the West** : By Panchayat Road

Details of the Said Land is tabulated in the Chart below:

L.R. Dag No.	Classification	L.R. Khatian	Total Area in Dag (in decimal)	Owned Area in Dag (in Decimal)
699	Sali			3.5
700	Sali			22
701	Sali			2.25
702	Sali			4
			<b>Total</b>	<b>31.75</b>

**Part – II  
[DEVOLUTION OF TITLE]**

**SCHEDULE ‘B’**  
[DESCRIPTION OF THE SAID APARTMENT AND PROPERTIES  
APPURTENANT]  
Part - I  
(SAID APARTMENT)  
(THE PROJECT IS UNDER CONSTRUCTION)

All That the Apartment No.\_\_\_\_on the\_\_\_\_floor in Tower No.1/2 being constructed on the Land as a part of the Project, having a Carpet area of \_\_\_\_sq.ft. more or less and a Super built-up area of \_\_sq.ft. including the

respective areas of the Balcony/Verandah, being\_\_sq.ft. more or less and



Store being Carpet area of \_\_\_\_ sq.ft. more or less and a Super built-up area of \_\_\_\_sq.ft. more or less thus aggregating to a total Carpet area of \_\_\_\_ sq.ft. more or less.

For the purpose of registration, the total Super Built-up area is\_\_ sq.ft. more or less.

[in case of without Store]

All That the Apartment No.\_\_\_\_on the\_\_\_\_floor in Tower No.1/2/3 being constructed on the Land as a part of the Project, having a Carpet area of \_\_\_\_ sq.ft. more or less, with the respective areas of the Balcony/Verandah, being\_\_sq.ft. more or less.

For the purpose of registration, the total Super Built-up area is\_\_sq.ft. more or less.

**Part – II**  
**(CAR PARKING SPACE)**  
**(THE PROJECT IS UNDER CONSTRUCTION)**

All That the 1/2 (one/two) number(s) of private medium sized car(s) [Basement (covered)/Ground (covered)/Covered (mechanical)/Open (mechanical)] parking space(s) at the said Project on the Land, as identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee(s) within such space.

**Part - III**  
**(SPECIFICATIONS)**

**SCHEDULE “C”**  
**[PAYMENT PLAN]**



**SCHEDULE "D"**  
**[COMMON AREAS]**

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

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

1.

2.

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

1.

2.

**SIGNED SEALED AND DELIVERED BY  
THE WITHIN NAMED ALLOTTEE(S) IN  
THE PRESENCE OF:**

1.

(\_\_\_\_\_)

2.

(\_\_\_\_\_)

Drafted by,

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** of and from the within-named Allottee(s) the within- mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only being the Booking amount for sale of the said Apartment And Properties Appurtenant thereto as described in the **Part - I** and **Part - II** of the **Schedule B** written herein above, by way of various cheques/RTGS/NEFT of different dates.

---

Signature of the Promoter

WITNESSES: 1.

2.

#####  
DATED THIS      DAY OF                      , 202\_  
#####

B E T W E E N

.....  
OTHERS

.... OWNERS

- A N D -

\_\_\_\_\_

.... PROMOTER

\_\_\_\_\_

- A N D -

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

(2) \_\_\_\_\_

.... ALLOTTEE(S)

AGREEMENT FOR SALE