

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made and executed at Kolkata on this \_\_\_\_ day of \_\_\_\_\_, **TWO THOUSAND TWENTY** \_\_\_\_\_ (202\_\_\_\_),

### BETWEEN

**M/S. SRG INFINITY DEVELOPERS LLP (PAN No. ACQFS4248G), (LLP IDENTIFICATION NO: AAC-6543)**, a Limited Liability Partnership Firm duly incorporated under the provisions of the Limited Liability Partnership Act, 2008, having Its office at Premises No. 23K, Motilal Basak Lane, Post Office- Kankurgachi, Police Station-Phool Bagan, District 24 Parganas (South), Kolkata-700 054, West Bengal, duly represented by one of Its Partner namely, **MR. MANISH YADAV (PAN No. ABDPY2621D); AADHAAR: No. (9427 2428 4798)**, son of Late Mr. Trilok Singh Yadav, by nationality Indian, by Faith Hindu, by occupation Business, resident of House No. 576, Sector 28, Post Office Faridabad Sector 29, Police Station, Faridabad Kotwali, District Faridabad, Pin Code 121008, Haryana, hereinafter referred to as the hereinafter referred to as **LAND OWNER/DVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor(s), heir(s), successors-in-interest, executor (s), representative(s), administrator(s) and/or assigns). of the **FIRST PART**.

### AND

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hereinafter

referred to as the “**PURCHASER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, legal representatives, successors, and/or assigns) of the **THIRD PART**.

**WHEREAS** The **Land Owners** herein are the joint and absolute owners of **ALL THAT** piece and parcel of Vacant Bastu Land measuring about 1 (One) Bigha 4 (Four) Cottahs 3 Chittaks 3 (40 Decimals) more or less laying and situated at Mouza-Kodalia, Pargana-Baridhati, Touzi No. 120, J.L No. 35, under L.R. Dag No. 289 appertaining to L.R. Khatian Nos.10418 being Municipal holding No. 12, Swarnakar Para Road, under Ward No. 20 of Rajpur Sonarpur Municipality, Post Office-Harinavi, Kolkata-700148, Police Station- Sonarpur, under the jurisdiction of Additional District Sub Registrar at Sonarpur, District-South 24 Parganas, in the State of West Bengal. The ownership of the property is are as follows:

1. By virtue of a Deed of Conveyance dated conveyance dated 14<sup>th</sup> September 2023 which was duly registered at the office of Additional Registrar of Assurance -II Kolkata, duly recorded in Book No-I, Volume No. 1902-2023 pages from 409870 to 409904 being no. 12655 for the year 2023 executed from Mr. Gautam Ghosh, Mrs. Surabhi Ghosh, Mr. Valbhav Ghosh and Mr. Anubhav Ghosh the owner herein namely SRG Infinity Developers LLP became the owner of **ALL THAT** the piece and parcel of. Bastu land admeasuring 1 Bigha, 4 Cottahs and 3. Chittacks, equivalent to 40 (Forty) Decimals, be the same a little more or less, together with structure standing thereon lying and situated at Pargana Baridhati, Mouza Kodalia, comprised In J. L. No, 35, RS. No; 146, Touzl No-120, R.S. Dag No.,226, L. R. Dag No. 289, District 24,

Parganas (South), Police Station and Sub Registry Office at Sonarpur, Ward No. 20, within the ambit of Rajpur-Sonarpur Municipality, more fully and particularly described FIRST SCHEDULE property hereunder written.

2. After becoming the owner of the entire first schedule mentioned property, the owners herein duly recorded its name with the records of BL & LRO Sonarpur were in a new LR Khatian being no. 10418 was issued in their favour in respect of the entire First Schedule mentioned property.

3. The Said Premises have been categorized as Bastu Land intended for the construction of a residential project comprising several flats/units, and car parking areas intended for commercial exploitation and shall be known as “**PURE SONNET**”. The owners have revised the building plan that was already sanctioned by the Rajpur Sonarpur Municipality vide Building Sanction Plan No. 1375/REY/CB/20/07 dated 4<sup>th</sup> January 2016 and then after the same had been revalidated on 4th January, 2021 duly approved and sanctioned by the Rajpur-Sonarpur Municipality.

4. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which the Project is to be constructed have been completed.

5. The Rajpur Sonarpur Municipality has granted the commencement certificate to develop the Project vide approval dated 05.06.2023.

6. The Promoter has obtained the final layout plan approvals for the Project from Rajpur Sonarpur Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

7. The Developer/owner has duly applied for and got the said above project “**PURE SONNET**” duly registered under the provisions of the said Act with the Real Estate Regulatory authority dated: \_\_\_\_\_ bearing No: \_\_\_\_\_.

8. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted an apartment more fully specified in the Second Schedule hereunder written as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment")

9. 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;

10. 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;

11. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/ and the garage/closed parking (if applicable) as specified in paragraph

12. The Purchaser has also satisfied himself/itself/themselves as to the computation of the carpet area and/or built-up area including the computation of the consideration payable on account thereof at the specified rate and hath agreed to pay the said consideration including the additional payments and deposits within the time and in the manner stipulated therein without any reservation and restrictions whatsoever and only after being fully and satisfied about these, the Purchaser/s/allottee is entering into this Agreement and the Purchaser/s/Allottee hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.

13. The Allottee agrees that in case of any exigency, statutory or otherwise, the Developer may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and such event the Allottee shall have no objection.

14. The parties hereby confirm that on being satisfied and having full knowledge of all pending laws, rules, regulations, and notifications and applications concerning the said project doth hereby agree and are entering into this agreement on the basis thereof.

15. Relying on the representations, confirmations, and assurances held out by either of the parties hereto to faithfully abide by all the terms, conditions, and stipulations contained in this agreement including all applicable laws and rules governing the said project have agreed to enter into this agreement on the terms, conditions and stipulations more particularly contained hereafter.

16. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.

17. In addition to the Project Land, the Promoter, Owners have, amongst other rights, the rights of development, transfer, and administration in respect of several pieces or parcels of land and on the terms and conditions contained in the Development Agreement;

18. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude or diminish the right of any financial institution, fund, or registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Allottee in respect of his/her Unit in the said Project.

19. In the aforesaid premises subject to compliance with the terms and conditions more particularly set out in this agreement and mutually agreed to be observed and performed by the parties hereto, the Developer in concurrence and confirmation with the owners hereby agrees to sell and the Purchaser hereby agrees to purchase All That "The Said Flat" more particularly described and mentioned hereunder.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES, AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. TERMS:**

**1.1.** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment morefully and particularly mentioned in the Second schedule.

**1.2.** The Total Price payable for the Apartment is more fully mentioned in “Part I of the Sixth Schedule.

**Explanation:**

I. (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

II. (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment 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;

III. (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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;

IV. The Total Price of the Completed Apartment as per specifications more fully mentioned in “Part-I of the Sixth Schedule” as provided in the agreement.

V. 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 which may be levied or imposed by the competent 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 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

VI. The Allottee(s) shall make the payment as per the payment plan set out in “Eight Schedule” (hereinafter referred to as the “Payment Plan”).

VII. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

VIII. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such

minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

IX. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the 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. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement,

X. Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- A. The Allottee shall have exclusive ownership of the [Apartment];
- B. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. 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;
- C. That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project

XI. It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with \_\_\_\_\_ garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other 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.

XII. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_ 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.

XIII. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of

outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment 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.

XIV. The Allottee has paid a sum of Rs \_\_\_\_\_, (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

Subject to the terms of this Agreement and the 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 the eighth schedule through A/c Payee cheque/demand draft or online payment (as applicable) (No Cash payments will be accepted under any circumstances).

## **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 his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in this regard. 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 any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

Time is of the essence for the Promoter as well as the Allottee. The Promoter shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the common areas in a phase-wise manner to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the "Payment Plan".

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

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans described in the THIRD, FOURTH and FIFTH SCHEDULE 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. 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 prescribed by the applicable laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT:**

**7.1. Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the [Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be

released and discharged from all its obligations and liabilities under this Agreement.

**7.2. Procedure For Taking Possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

**7.3. Failure Of Allottee To Take Possession Of [Apartment]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] 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 applicable.

**7.4. Possession by the Allottee** – After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the 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, 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 land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section 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 [Apartment] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the 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 [Apartment], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment].

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

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental

dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

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

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

(i) Promoter fails to provide ready to move in possession of the [Apartment] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment].

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 \_\_\_\_\_ 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 at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall

cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated

#### **10 DEED OF CONVEYANCE OF THE APARTMENT:**

The Promoter, on receipt of complete amount of the Price of the [Apartment] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed 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 for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

However, prior to execution of the deed of conveyance, the purchaser shall clear the cost of extra work to the developer which to be done as per instruction and or request of the purchaser.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges with the concerned authorities and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Promoter is made by the Allottee and on such Default the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above. The Allottee shall be solely responsible and liable for compliance with the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies)

#### **11 MAINTENANCES OF THE SAID UNIT/PROJECT:**

The Promoter shall be responsible to provide and maintain the essential services in the Project either by itself or through its nominated agent till the taking over of the maintenance of the Project by the association of the allottees or ad-hoc committee of the Allottees, as the case may be.

#### **12 DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, 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.

However, 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 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**

The Allottee hereby agrees to purchase the said Apartment 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 In-charge (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

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

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **15. USAGE:**

Use of Service Areas: The service areas if any located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge for rendering maintenance services.

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

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change

in the exterior elevation or design. Further the 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. 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 of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17 COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Allottee is entering into this Agreement for the allotment of a [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. 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], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment]/ at his/ her own cost.

#### **18 ADDITIONAL CONSTRUCTION:**

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

Provided however the allottee undertakes not to object to further construction, expansion, development and/or modification in the paid project to the approval of the concerned authorities and sanction of the competent authority:

- a) In the event the owners/developer buy any land adjacent to the said premises or enters into any development agreement with the owners of any land adjacent to the said premises, such land, hereafter referred to as the "Other Further Lands", the same may be added to the said premises, and/or said project and the owners and/or Allottees of such other further land shall have the right of ingress to and egress from over such portions of the said premises, and/or the said land meant for passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the said project.
- b) The projects common portions within the said project, and those within the Other further lands, will be deemed to be the project common portions of the said complex, and or the said project, and/or the said premises.

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

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

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 STATE ACT):**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act, 1972 made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

**21 BINDING EFFECT:**

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 therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22 ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties regarding the Apartment.

**23 RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable on the said subsequent Allottee/s, in case of a transfer, the said obligations go along with the Apartment.

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

I. 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 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.

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

**26 SEVERABILITY:**

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

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

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

**28 FURTHER ASSURANCES:**

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

**29 PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter/ Owner 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 Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30 NOTICES:**

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address after 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:**

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:**

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

**33 DISPUTE RESOLUTION:**

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

**34 ADDITIONAL TERMS AND CONDITIONS:**

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

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

34.1 The Allottee before execution of the Deed of Sale, intends to nominate his/her/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place, and instead, the Allottee may do so with the permission of the Promoter subject to payment of administrative charges to the Promoter @ 2% (two percent) of the total transfer price or purchase price of Unit whichever is higher.

34.2 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette, and fixtures dimensions provided in the show/model residential Apartment exhibited at the site only provide a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement and the same may not include the fittings and fixtures of the model Apartment and even if such fittings and fixtures are provided they may vary as to make, color, shade, shape, and appearance from the ones provided in the model Apartment and the Allottee shall not be entitled to raise any claim for such variation.



34.3 Notwithstanding anything contained herein, by the execution of this Agreement the Allottee 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 Said Project land and/or the Building and/or any part or portion thereof in favor of any bank and/or financial institution providing loan and/or financial assistance to the Promoter for 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. For the avoidance of any doubt, it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for the creation of charge/ mortgage over any part or portion of the Said Land and/or Project land and/or the Building, and no separate consent of the Allottee shall be required for the said purpose.

34.4 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 to enable the Allottee to take a home loan from any bank or financial institution for financing the purchase of the Apartment; and (b) upon receipt by the Promoter from the Allottee (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 in terms of this Agreement, before execution of the Conveyance Deed in favour of the Allottee, 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 Apartment, to be discharged and/or released.

34.5 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

34.6 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.

34.7 The Promoter has informed and the Allottee is aware that in the Project there are several kinds of car parking spaces such as covered/ independent covered/ dependent covered/ open to sky surface parking/ mechanical parking / dependent back to back parking facilities will be available in the Project. Therefore, for better understanding, management, and discipline amongst Allottees of the Project, the Promoter shall as per the approved plan specifically mark /tag each of the parking spaces with the apartments for which the same is being identified and the same shall be binding to all the Allottees.

34.8 In case the WBSEDCL fails and/or delays in providing individual electricity meters to the Allottees of the Apartments of the said Project, in that event the Promoter/Maintenance Agency shall provide electricity to Allottees. The Allottees shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Promoter or the Maintenance Agency based on electricity consumption recorded in the Electricity Sub-Meter to be provided

to the Allottee by the Promoter or Maintenance Agency. The rate of such electricity consumption shall be in accordance with the rate applicable for procurement of electricity by the Promoter or Maintenance Agency, as the case may be, together with the cost of transmission loss and applicable charges for distribution of the electricity to individual Allottee and the Allottee shall not raise any objection about rate charges for providing such services.

34.10 The Allottee is aware and agrees and/or consents to the following:

a. That the complex is being developed by the Promoter in a phase-wise manner as may be decided by the Promoter in its absolute discretion from time to time and the Allottee(s) further acknowledges and confirms that the Promoter may, at any time, revise/modify the layout master plan of the complex, except for the current phase which shall be subject to the terms of this Agreement, in such manner as the Promoter may deem fit, in its sole discretion.

b. That the common pathway, driveway, access Roads forming part of Shared Common Infrastructure and all such areas/facilities which are for common use and enjoyment of all the owners, occupants, allottees, and users of the said complex and shall be jointly used and maintained by all owners, occupiers, allottees of the said complex and/or the Total Land and the adjoining land. The Allottee(s) waives his/her/their/its rights to raise any objection in this regard and the Allottee shall have no claim rights of ownership over the same but shall be liable to pay the proportionate maintenance charges as demanded by the Promoter.

c. The Allottee(s) shall be entitled to use such Shared Common Facilities subject to the rules, regulations/guidelines framed by the Promoter and/or the Association (to be formed) as the case may be and the Allottee is aware that the Shared Common Infrastructure shall not form part of the Project Land and shall not form part of the Declaration required under the West Bengal Apartment Ownership Act as and when Association in respect of the Project is being made.

d. That for a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facilities to the interested allottees applying for the same in an organized manner. Since different kinds of parking spaces have different costs, the Promoter has fixed different costs concerning the different categories of parking spaces.

e. That the permission to park private medium-sized car(s) within the space comprising the Car Parking Space, allotted if any, comprises an integral and inseparable part of the Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter.

f. That for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans, and specifications of the Project including the Common Areas without changing the layout, specification, and carpet area of the Apartment as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

g. The FAR proposed to be consumed in the Project may not be proportionate to the area of the said Land on which it is being constructed in proportion to the total area of the said Total Land taking into account the FAR to be utilized for all buildings to be constructed thereon. The Promoter in its sole discretion, may allocate such FAR for each of the buildings being

constructed on the said Total Land as it thinks fit, and the owners and Allottee(s) of the units in such buildings (including the Allottee(s) herein) are agreeable to this and shall not dispute the same or claim any additional FAR or constructed area in respect of any of the structures, building or on the said Land.

h. Several apartments have been offered to interested applicants by way of electronic lottery. In case the Allottee hereto has been allotted the Apartment by electronic lottery, the Allottee hereby accepts, acknowledges, confirms, and assures the Promoter of being wholly satisfied with the entire process and outcome of electronic Lottery and of allotment of the said Apartment and Car Parking Space, allotted if any, and the entering upon of this Agreement shall be a complete discharge of the Promoter in respect of anything and everything done heretofore starting from the application, application kit, information and document/s in such kit and on designated websites, provisional and/or final allotment, waitlist procedure, payments and acknowledgments, role of marketing agents and channel partners, etc., and this agreement supersedes any contrary or inconsistent terms and conditions contained in the electronic Lottery related documentations stated above or otherwise. In case the Allottee is not an electronic lottery applicant, the Allottee accepts that he/she never had nor has any objection to the electronic lottery as conducted and shall not rely upon or refer to any act, deed, or thing (including documentation used in the lottery) for any purpose whatsoever.

i. That Promoter reserves the right to allot and/or dispose of the balance of the apartments of the said project apart from those already allotted to the Allottees by electronic lottery, at its sole discretion and in the manner it deems fit and proper.

j. That the after launch of the instant Project and as per the requirement of the Applicant the Promoter has modified the plan of the Project to suit the requirement of Applicant in the said project.

34.11 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready before the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

34.12 The Promoter has informed and the Allottee is aware that upon obtaining a completion certificate from the appropriate Authority the Promoter shall hand over possession of the respective Units to the Allottee(s). During such a period of handover, some of the amenities and facilities of the project/complex may not be ready for occupation, but the same will not in any way hinder the peaceful habitation of the Allottee(s) in the said project/complex. However, the Promoter shall be responsible for completing such amenities and making them ready for occupation positively, before handing over the project/complex to the Association of the Allottee(s).

34.13 The Allottee agrees, declare, and confirm that the right, title, and interest of the Allottee is and shall be confined only to the Apartment, the Car Parking Space together with the limited right to use the Common Areas of the Project, and Shared Common Areas and Shared Common Infrastructure in common with the other Allottees, owners, occupiers and other Persons as stipulated elsewhere in this Agreement and the Allottee shall have no claim and/or right, title and interest in respect of any of the other parts and portions of the complex. The Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking

spaces/facilities, constructed unsold/un-allotted apartments, car parking spaces which are not earmarked for the common use, and any other constructed spaces/portions of the Project in favor of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

34.14 In the event of cancellation of allotment the balance amount of money paid by the Allottee (other than booking money, Taxes paid by the Allottee, and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further, in case of a falling market, the amount repayable will be reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The allottee shall before receipt of refund on the above account from the Promoter, at his costs and expenses, execute all necessary cancellation-related documents required by the Promoter.

34.15 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

34.16 The Promoter will not entertain any request for modification in the internal layouts of the Apartment or the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Apartment before the Possession Date for interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed by such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

34.17 The Allottees know that some reduction in carpet area may happen due to plastering but the same may be limited to 1% of floor area and the Allottee shall not raise any claim against the Promoter within this limit. The promotor shall also confirm the final carpet area of the apartment to the allottee after completion of construction and issuance of the occupation certificate by the competent authority. If there is any variation in the carpet area of the apartment, which is not more than 3% of the carpet area of the apartment, the necessary adjustment i.e. refund or additional payment shall made at the time of offer of possession.

34.18 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, or alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance of the Allottee shall be entitled to let out, grant, lease, and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and

enforceable against any subsequent Transferee of the Apartment in case of a transfer, as the said obligations go along with the Apartment.

34.19 The Allottee shall be liable to pay all Tax, impositions, Khazna, etc. in respect of the 'Apartment' from the date of issuance of Completion Certificate by the competent authority.

34.20 The Promoter shall take necessary steps for the formation of an Association of Allottees as contemplated as per law in accordance with the provision of the West Bengal Apartment Ownership Act, 1972. The Allottees of the project/complex shall compulsorily become members of the said Association. The Promoter shall hand over the maintenance and management of the project/complex to the said Association upon its formation. Thereafter the said Association shall be responsible for the maintenance and management of the said project/complex and shall also be responsible for all statutory compliance in relation thereto including but not limited to the renewal of all applicable Licenses, NOCs, etc. which includes but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Pollution Control Board, Environment Dept., Municipal Authority, etc. and the Promoter shall not be held responsible for non-compliance if any on part of the said Association in this regard. Apart from the said Association, the Allottee shall not indulge and/or form any other parallel association or group within the said project/complex under any circumstances. The said Association shall be responsible for holding any program/occasion / social gathering/event within the said project/complex under the supervision of the Committee/sub-committee that will be formed by the members of the said Association for holding or conducting such events to avoid any conflict within the members of the Association.

34.21 The cost of maintenance of the Apartment and Car Parking space will be paid/borne by the Allottee from the date of obtaining the completion certificate till the handover of maintenance of the project to the association of allottees. The Allottee shall before taking possession of the apartment pay @ Rs. /- per sq. ft. on the built-up area of the apartment (which will also include the entire area of the exclusive Open Terrace attached to any apartment allotted to Allottees) together with applicable GST towards the cost of such maintenance of the Apartment for the initial period of two years. The Allottee shall also pay @ Rs. /- per month per car parking space, allotted to the Allottee, if any together with applicable GST. The Allottee shall additionally pay @ Rs. /- per sq. ft. on the built-up area of the apartment (which will also include entire area of exclusive Open Terrace attached to any apartment allotted to Allottees) towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas, Proportionate charges for Shared Common Areas and the Shared Common Infrastructure and the parking spaces and for all other Common Purposes and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder. Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first two years' maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.

- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting pieces of equipment and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion, etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting, and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipment, 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 area.
- All expenses required to be incurred on account of renewal of NOCs, License, and AMC for all equipment, machinery and lifts installed in the project, save and except AMC for mechanical car parking spaces allotted to the allottee/s.
- Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Allottee.
- Creation of a sinking fund for replacement, renovation and other periodic expenses of equipment.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians, etc. including perquisites, bonuses, and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for looking after the maintenance services including all the statutory taxes.

The Promoter has estimated the cost for the first two years' maintenance charges, as per present indexation and on a thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same. In case the Promoter is required to maintain the said Project beyond the said period, the Promoter shall provide and maintain the essential services in the said Project and the Allottees shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter i.e. actual cost plus 15% administrative charges.

34.22 It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Apartment Owners or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said apartment/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same.

The Project as a whole has been conceived, designed, and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment / Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happen due to variations in temperature of more than 200 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and the workmanship executed.

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

34.24 That on and from the date of possession of the said Apartment, the Allottee shall:

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

v) to discontinue the usage of all amenities and facilities provided in the said project to the Allottee and his/her/their family members/guests.

vi) the Promoter as the case may be shall have having lien on the "Said Apartment" for such unpaid amount of Maintenance Charges.

e. The above-said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges, and expenses incurred till then by the Promoter to realize the due amount from the Allottee.

f. Use the said Apartment for residential purposes only.

g. Use the allocated car parking space or permit the same not to be used for any other purpose whatsoever other than parking its car/cars. In case the Allottee is provided a facility of parking that is inter-dependent such as Back to Back, Stack with any other parking facility in the whole complex or any part thereof then the Allottee shall cooperate for the ingress and egress of the car of the other Apartment owner of such facility or any other Co-owners in the Project.

h. Pay monthly maintenance charges in respect of car parking spaces allotted, if any.

i. Pay/borne AMC in respect of mechanical car parking space allotted, if any.

j. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter about the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen, and electricity charges, as may be fixed or determined by the Promoter from time to time.

k. Use all paths, passages, and staircases for ingress and egress and no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.

l. Use the Community Hall for small functions of their families the meeting of Apartment Owners or the use of any function/meeting by all the Apartment Owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for the warming of the pre-cooked food or final dressing of the food, etc., and for safety purposes, in no circumstances, the full-fledged cooking be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that requires lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loudspeakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project for sprinkling or spraying of color and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

m. Use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials, and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all



other persons entitled thereto.

n. Use of the Common Areas, Shared Common Areas, and the Shared Common Infrastructure with due care and caution and not hold the Owners, Confirming Parties, or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas, Shared Common Areas and the Shared Common Infrastructure by the Allottee or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas, Shared Common Areas, and the Shared Common Infrastructure.

o. Maintain at his/her/their costs, the Apartment, and the Balcony, in the same good condition state and order in which it is delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local municipal Authority, Panchayat Samiti, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

p. Draw electric lines/wires, television cables, broadband data cables, and telephone cables to the Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or the other said complex Co-Owners. The main electric meter shall be installed only at the common meter space in the said complex. The Allottee shall under no circumstances be entitled to affix, draw, or string wires, cables, or pipes from, to, or through any part or portion and outside walls of the Building.

q. Apply for and obtain at his cost a separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (6) months from the date of possession.

r. Install firefighting and sensing system gadgets and equipment as required under law and shall keep the Apartment free from all hazards relating to fire.

s. Keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires, and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.

t. Keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings, etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

u. Ensure that all interior work of furniture, fixtures, and refurbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

v. Allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects and want of repair in the Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

34.25 That on and from the date of possession of the said Apartment, the Allottee shall not:

a. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish, or other refuse in the common area save at the provisions made thereof.

b. Do or permit anything to be done that is likely to cause nuisance or annoyance to the occupants of the other apartments in the New Building and/or the adjoining building/s.

c. Place or cause to be placed any article or object in the common area.

d. Injure, harm, or damage the Common Area or any other Apartments in the New Building by making any alterations or withdrawing any support or otherwise.

e. Park any vehicle, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.

f. Make any addition, or alteration in the structure of the building, internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the color of the balcony/verandah, which is part of the outside color scheme of the building/elevation, duly approved and finalized by the architect of the project.

g. 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 Apartment Owners and/or occupiers of the said project.

h. Keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive, or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.

i. Close or permit the closing of Verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color Scheme of the exposed walls of the Verandhs, lounges, or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association differs from the color scheme of the building or deviation or which in the opinion of the Promoter / Association may affect the elevation in respect of the exterior walls of the said building.

j. Use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever

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

k. Partition or sub-divide the Unit nor to commit or permit to be committed any form of alteration or changes in the Apartment or the beams, columns, pillars of the Buildings at the Project passing through the Unit or the common areas to make changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.

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

m. Hang or put any clothes in or upon the windows balconies and other portions that may be exposed in a manner or be visible to outsiders.

n. Sub-divide the Apartment and Car Parking Space under any circumstances.

o. Use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said complex.

p. Carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any, and the Common Areas.

q. Keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.

r. Alter the outer elevation or façade or color scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows, etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.

s. Install grills the design of which has not been suggested or approved by the Promoter or the Architects.

t. Fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

i. The Allottee shall use only the space for Car Parking Space identified for him for parking;

- ii. The Allottee shall use the Car Parking Space, only for the purpose of parking his medium-sized motor car that could comfortably fit in the allotted Parking Space.
- iii. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation, or sleep of servants, drivers, or any person whatsoever.
- iv. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place if agreed to be granted to him.
- v. The Allottee shall not grant transfer let out or part with the Car Parking Space independent of the Apartment nor vice versa, with the only exception being that the Allottee may transfer the Car Parking Space independent of the Unit to any other Co-owner of the Project and none else.
- vi. The Car Parking Space does not confer any right of ownership of the space on which such parking facility is provided.
- vii. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
- viii. In case the Allottee is provided a facility of parking which is dependent such as Back to Back, Stack with any other parking facility in the whole complex or any part thereof then the Allottee shall cooperate for the ingress, and egress of car of the other Apartment owner of such facility or any other Co-owners in the Project.
- ix. Payment of monthly maintenance charges in respect of car parking spaces allotted, if any.
- x. Payment of AMC in respect of mechanical car parking space allotted, if any.
- v. Use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its car/cars.
- w. Let out or part with possession of the Car Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- x. Encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, before registration of conveyance deed for the said Apartment in favour of the Allottee.
- y. Store or cause to be stored and not to place or cause to be placed any goods, articles, or things in the Common Areas.
- z. Obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.

aa. Violate any of the rules and/or regulations laid down by the Maintenance Charge/Association of Owners for use of the Common Areas, Shared Common Areas, and Shared Common Infrastructure

bb. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish, or other refuse in the Common Areas save at the places indicated therefore.

cc. Do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.

dd. Commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring, and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.

ee. Make any construction or addition or alteration or enclose any Common Areas, Shared Common Areas, and the Shared Common Infrastructure nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

ff. Claim any access or user of any other portion of the Project except the Said Building and the Common Areas, Shared Common Areas, and the Shared Common Infrastructure mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

gg. Allow the watchmen, driver, domestic servants, or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby / terrace/corridors / lift room/garden, etc.

hh. Birds or animals shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

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

### **THE FIRST SCHEDULE**

#### **THE FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE LAND**

**ALL THAT** piece and parcel of Vacant Bastu Land measuring about 1 (One) Bigha 4 (Four) Cottahs 3 Chittaks 3 (40 Decimals) more or less laying and situated at Mouza-Kodalia, Pargana-Baridhati, Touzi No. 120, J.L No. 35, under L.R. Dag No. 289 appertaining to L.R. Khatian Nos.10418 being Municipal holding No. 12, Swarnakar Para Road, under Ward No. 20 of Rajpur Sonarpur Municipality, Post Office-Harinavi, Kolkata-700148, Police Station-Sonarpur, under the jurisdiction of Additional District Sub Registrar at Sonarpur, District-South 24 Parganas, in the State of West Bengal. which is butted and bounded as follows.

**ON THE NORTH** : Land being R.S. Dag No. 226.

**ON THE SOUTH** : Land being R.S. Dag No. 216.

**ON THE EAST** : Land being R.S. Dag No. 217.

**ON THE WEST** : N.S.C Bose Road and Swarnakar Para Road

AND HOWSOEVER OTHERWISE the said premises is described and/or distinguished and delineated and shown in a map or plan annexed hereto and thereon enclosed in red border line.

**SECOND SCHEDULE HEREUNDER WRITTEN**

**(Description of the Flat)**

**ALL THAT** the Residential Apartment (Under Construction) with/without permission to park road-worthy passenger car in the allotted car parking space (cement flooring), more fully mentioned hereunder, together with the right to use the common area of First Schedule Premises of the said Housing Complex '**PURE SONNET**'.

Apartment No.	00
Wing	00
Floor	00
Built-Up-Area (Sqft.) (more or less)	00
Carpet Area (excluding Balcony & exclusive openterrace, if any) (Sqft.) (more or less)	00

**This schedule is mentioned in order to make the agreement more convenient to the purchaser and the same does not violate the terms and conditions mentioned in FORM A**

**THIRD SCHEDULE ABOVE REFERRED TO**

**(common parts and facilities)**

1. Staircase on all the floors.
2. Staircase landing and passages on all floors
3. Lift Well.
4. Lift.
5. Lift the machine room, and stair room in the roof.
6. Columns foundations and plinths.
7. Common passage and entrance lobby on the ground floor.
8. Underground and overhead reservoirs.
9. Water pipelines leading to the flats.
10. Generator for common services.

11. All sewer lines from toilets to the ground floor and all internal sewer lines, drains, and septic tanks.
12. Guards room, caretakers' rooms with toilets meter room, courtyard with play area, and other facilities on the ground floor.
13. Boundary wall around the premises except in front of shops.
14. All other amenities that are for the common use of all the flat owners.

**FOURTH SCHEDULE ABOVE REFERRED TO**

(common expenses and deposit)

1. The costs of cleaning and lighting the main entrance passages landing staircases and another part of the said building so enjoyed or use by the purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers, and other service staff.
3. The costs of working and maintenance of lifts, generators, and other light and service charges.
4. Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owner.
5. Such other expenses as are deemed by the developer or the Association of Flat Owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
6. Costs of replacement of equipment or facilities such as lifts, generators, tube wells, transformers, etc.
7. The fees and disbursements paid to any caretakers/ managers/agents if appointed by the developer or association of flat owners in respect of the said building.
8. Such amount shall be declared and fixed by the developer in its absolute discretion for administration and other like-purposes (common area).
9. Deposits of the super built-up area on account of electricity, generator, contingency funds towards maintenance, legal fees, club memberships [if any], and all other expenses for common use and benefits.
10. All costs of maintenance operating replacing white-washing painting rebuilding reconstructing decorating re-decorating lighting the common parts and also the outer walls of the building.

11. Insurance of the building.

**FIFTH SCHEDULE ABOVE REFERRED TO :**  
**(particulars and specifications for construction and installations)**

The quality of the structures as well as the specifications, and guidelines regarding the strength of the building, etc. as per Rajpur-Sonarpur Municipality Rules shall be followed by the developer/owner.

<b>Foundation &amp; Structure</b>	RCC Foundation, RCC super structure.
<b>Living /Dining Room</b>	
Flooring	600X600 Vitrified Tiles
Wall	Putty
Ceiling	Putty
Main door	Wooden frame with laminated flush door.
Hardware & Fittings	Branded locks and hardware fittings.
Windows	Aluminum anodised powder coated Windows with glass panes (without MS grills)
Electrical	Modular Switches of with Copper Wiring.
Provision for Air Condition	Electrical point for AC in living/dining room.
<b>Bedroom</b>	
Flooring	600X600 Vitrified Tiles
Wall	Putty
Ceiling	Putty
Doors	Wooden Frame with Commercial Flush Door.
Hardware & Fittings	Branded locks and hardware fittings
Windows	Aluminium Anodised Windows with glass panes (without MS grills)
Electrical	Modular Switches with Copper Wiring
<b>Balcony</b>	



Flooring	Vitrified Tiles
Wall	As per external colour of the building
Ceiling	OBD
Door	Aluminium Anodised Doors with glass panes or Flush door
Railing	Mild steel
<b>Kitchen</b>	
Flooring	600X600 Vitrified Tiles
Dado	Ceramic Tiles up to 2 Feet height above the counter
Ceiling	Putty
Door	Wooden Frame with Commercial Flush Door.
Hardware & Fittings	Branded locks and hardware fittings of reputed make
Window	Aluminium Anodised Windows with glass panes and provision for exhaust fan
Counter	Granite Slab
Plumbing	Stainless Steel Sink
Electrical	Modular Switches with Copper Wiring
<b>Toilets</b>	
Flooring	600X600 Anti-skid Ceramic Tiles
Wall	Ceramic Tiles up to 7' heights
Ceiling	Putty
Door	Wooden Frame with Commercial Flush Door.
Hardware & Fittings	Branded locks and hardware fittings of reputed make
Window	Aluminium Anodised Windows with glass panes and provision for an exhaust fan.
Sanitaryware	Jhonson Bathware, Parryware, Hindware/Cera or Equivalent make
CP Fittings	Simpolo/Hindware/Cera or Equivalent make

<b>Ground Floor Lobby</b>	
Flooring	Vitrified Tiles / Granite or stone as per design
Wall	Ceramic Tiles/ Paint/ wallpaneling as per design
<b>Typical Floor Lobby</b>	
Flooring	600X600 Vitrified Tiles
Wall	Paint/Tiles or Combination
Ceiling	Putty
<b>Lifts</b>	Standard Elevator.
<b>24 X 7 security and Fire Prevention</b>	24x7 security and Fire prevention, Fire detection & protection system as per the recommendation of West Bengal Fire & Emergency Services,
	Power Backup for Common Areas & Utilities
	24X7 round the clock security
	Security surveillance facility with CCTV on ground floor common areas

**SIXTH SCHEDULE ABOVE REFERRED TO**  
**(Additional Payments and/or deposits)**

**[PART I] [PRICE]**

**Particulars    Amount Rs.**

**Total Price of Apartment including Facility of with/without Car parking, if any**

**000000.00**

**(Rupees :    )**

**PART-II**

**A.    *DEPOSIT:***

1. Club membership @ Rs. \_\_\_\_\_ /- per sq. ft. (Payable to Developer)
2. Sinking fund @ Rs. \_\_\_\_\_ /- per sq. ft. (Payable to Developer)
3. Maintenance @ Rs. \_\_\_\_\_ / per sq. ft. per annum (advance deposit for 12 months) payable to Developer.

**B.    *MISCELLANEOUS CHARGES :***

1. Agreement Charges @ Rs. \_\_\_\_\_ /- per flat.
2. Agreement Registration Charges @ Rs. \_\_\_\_\_ /- per Flat.
3. Deed Of Conveyance Registration Charges @ \_\_\_\_\_ /- per Flat.

(Registration Via Commission charges extra at any point)

4. Mutation charges @ Rs. \_\_\_\_\_/- per flat (payable to Developer)
5. Society formation charges @ Rs. \_\_\_\_\_/- per flat (payable to Developer).
6. Transformer, main meter HT & LT etc charges.
7. Advance Maintenance charges
8. Association formation charges
9. Legal Charges
10. CCTV Security charges
11. Renewable /Solar energy if applicable or provided
12. Municipality Tax

**SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(STIPULATIONS)**

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities :** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Complex/Said Premises including the other Flats/spaces and the Common Portions.
3. **Right of Support and Protection :** Right of support, shelter and protection of each portion of the said Building/Said Premises by other and/or others thereof.
4. **Right over Common Portions :** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
5. **Right of Entry :** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Flat for the purpose of repairing any of the Common Portions or any appurtenances to any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.
6. **Access to Common Roof:** Right of access to the Common Roof.

**EIGHTH SCHEDULE ABOVE REFERRED TO**  
**(Break up of Consideration)**

**PAYMENT SCHEDULE**

S.No.	Milestone	Flat	Parking
1	On Application - 1,00,000/-		
2	On Allotment Within 7 Days Of Booking less application amount	10%	10%

3	On Agreement Within 15 Days Of Booking	10%	10%
4	On Foundation	15%	15%
5	On 1st floor casting	10%	10%
6	On 3rd floor casting	10%	10%
7	On 5th floor casting	10%	10%
8	On brick work	7.50%	7.50%
9	On start of external plaster	7.50%	7.50%
10	On 7th floor casting	10%	10%
11	On flooring	5%	5%
12	On Possession	5%	5%

Note: All the above payment of payment schedule needs to pay as per demand raised along with 5% GST or as applicable.

**Other important Terms & Conditions**

All payment shall be in Cheque / DD

Payments shall be made within due date or interest as per RERA shall be chargeable

Any payment delay beyond due date-management shall cancel the application / agreement

**NINTH SCHEDULE ABOVE REFERRED TO  
(DEFINITION)**

1. **ARCHITECT** - shall mean Sanyalson Associates Consultants Pvt. Ltd. of No. P-157, Kanungo Park, Kolkata- 700 084 or such other person or firm who may be appointed as Architect of the project by the Developer.
2. **PREMISES**- shall mean **ALL THAT** piece and parcel of Vacant Bastu Land measuring about 1 (One) Bigha 4 (Four) Cottahs 3 Chittaks 3 (40 Decimals) more or less laying and situated at Mouza-Kodalia, Pargana-Baridhati, Touzi No. 120, J.L No. 35, under L.R. Dag No. 289 appertaining to L.R. Khatian Nos.10418 being Municipal holding No. 12, Swarnakar Para Road, under Ward No. 20 of Rajpur Sonarpur Municipality, Post Office-Harinavi, Kolkata-700148, Police Station- Sonarpur, under the jurisdiction of Additional District Sub Registrar at Sonarpur, District-South 24 Parganas, in the State of West Bengal.
3. **MAP OR PLAN** - shall mean the plans, designs, drawings and specifications of the building which has been sanctioned by the Rajpur-Sonarpur Municipal Authorities being Building Permit No. 1375/REV/CV/20/07 dated 21.01.2016 re validated on 4<sup>th</sup> January 2021 with such alternations or modifications as may be made by the Developer with the written approval of the Owners from to time.
4. **SPECIFICATIONS**- shall mean the specifications of the nature of constructions and materials to be used in the construction of the building and/or flats and/or constructed and/or open portions on the said premises.

5. **COMMON PARTS, PORTIONS, AREAS AND INSTALLATION-** shall mean and include the entrances, Lobbies, staircases, lifts, lift-shafts, stair-lobbies, drive-ways, gardens, sub-station, pump rooms, machine rooms, water tank, ultimate roof and other facilities and amenities whatsoever, passages, construction and installation comprised in and required for maintenance and enjoyment of the building and/or spaces at the said premises more fully and particularly mentioned in the **FIFTH SCHEDULE** hereunder written and expressly or intended by the Developer for common use and enjoyment of the Purchaser of different portions of the said buildings of the said premises and such other open and covered spaces which the developer may use or permit to be used for other purposes and the developer shall have the absolute right to deal with the same to which the purchaser hereby confirms and consents.
6. **COMMON EXPENSES-** shall mean and include all expenses and charges to be incurred by the co-owners including deposits for maintenance, management and up-keep of the new buildings and common areas and installation intended for rendering common services as are mentioned in the **FOURTH SCHEDULE** hereunder written.
7. **CO-OWNERS** - shall according to its context mean all persons who have agreed to purchase or acquire own flats/units/constructed spaces/car parking spaces in the new buildings.
8. **BUILDING-** shall mean the new building or buildings constructed on the said premises.
9. **UNDIVIDED SHARE-** shall mean all that the undivided variable impartible proportionate share in the land comprised in the said premises attributable to and allocable to the said Flat.
10. **SHARE OF EXPENSES** - wherever any expenses or costs are mentioned to be borne or paid proportionately by the purchaser then the amount payable by the purchaser shall unless otherwise specified be in proportion to the areas of the respective purchasers' respective flats which will also include the proportionate area of the total common areas for the time being constructed and completed in the building.
11. **SUPER BUILT UP AREA** – Super Built Up area has been calculated by including in measurement the thickness of the outer walls, balcony and proportionate share of the common areas including utilities areas.
12. **TRANSFER** - with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer for flat in a multi-storied building to the purchaser.
13. **ASSOCIATION** - shall mean the Association/ Syndicate/Committee or Society that may be formed and registered by the Occupiers of Flats/Units for the common purposes as may be deemed proper and necessary by the Developer.

14. **FORCE MAJEURE** - shall mean and include war, civil commotion, riots, floods, restriction by State, non availability of materials, legal, interference or any other cause or reason beyond the scope, authority and/or control by the Developer.
15. **POSSESSION** - shall mean and include expiration of the period of notice by the Developer to the purchaser calling upon him/them to take possession of the flat/unit notwithstanding such possession being taken by the Purchaser.
16. **SINGULAR** - shall include Plural and vice-versa.

**TENTH SCHEDULE ABOVE REFERRED TO**  
(Defect for which the promoter will not be Liable)

- a. The developer/ Owner will not liable to rectify any defect in the said Unit/Flat or the said block and/or the said complex in the following instances:

If the Purchaser/ Allottee makes any changes, modifications, and/or alteration and/or misuse /mishandling in the internal plumbing pipes and/or any fittings and/or fixtures, or the wall and/or the floor tiles of the said Unit/Flat, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the said Unit/Flat, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.

If Purchaser/Allottee makes any changes, modifications and/or alteration and/or misuse /mishandling in the electrical lines of the said Unit/Flat the any defect in the electrical lines of the said Unit/Flat that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made include but not limited to the damage to concealed electrical wiring during interior work.

If the Purchaser/Allottee makes any changes, modifications and/or alterations and/or misuse /mishandling to any of the doors, their fittings and/or other related items in the said Unit/Flat then, any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.

If Purchaser/Allottee makes any changes, modifications and/or alterations and/or misuse /mishandling to any of the windows, their fittings and/or other related items of the said Unit/Flat then, any defect of such window, its lock or alignment, or seepage from such a window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.

If Purchaser/Allottee makes any alterations and/or changes in the said Unit/ Flat during the execution of the interior decoration or fit-outs then defects like dampness, hair line cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and or changes and/or misuse /mishandlings.

If damages to any glass panel of the window and/or louvers and/or any defects of the doors and/or windows of the said Unit/Flat, including without limitation their fittings like locks or locking systems or alignments, is caused due to any external impact or forces, other the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling.

If there are scratches or damages to the floor or wall tilts of the said Unit/Flat due to normal wear and tear or direct or indirect impact on the floor or wall tiles, wall plaster.

If waste pipes or waste lines of the said Unit/Flat from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.

The damage of any nature in the said Unit/Flat due to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.

The damages in pipelines or electrical lines of the said Unit/Flat during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, directly or indirectly.

The damages due to non-maintenance of such things or items or fixtures of the said Unit/Flat which require regular maintenance and which gets damaged due to such no maintenance.

The normal cracks developing on the joints of brick walls and/or RCC beams and/or columns of the said Unit/Flat and/or said building/and/or said complex due to different coefficients of expansion and contraction of materials.

If the defects in the materials, fittings, equipment, and/or fixtures provided are in the said Unit/Flat and/or the said block or buildings and/or the said complex owing to any manufacturing defect or for not proper maintenance thereof or changed by the Purchaser/Allottee in the manner in which the same are required to be maintained or changed, as the case may be or the any defects in these materials.

All materials, fittings, fixtures and/or equipments etc. are provided in the said Unit/Flat and/or block/s and/or complex are comes under warranty of the manufacturer, the developer are not liable for that.

Fittings related to plumbing, sanitary, electrical, hardware etc. have natural wear and tear.

The terms of work like painting etc. which are subject to wear and tear.

when there is a specific fault on the part of the purchaser or in maintaining the building. The Purchaser/Allottee and/or the association of the Purchaser/Allottee will maintain that said flat

and/or the said building or premises on a proper way so that the same could not be damaged due to any act and action of any individual Purchasee/Allottee and/or in common.

Notwithstanding anything therein contained it is hereby expressly agreed and understood that in case the Purchaser/Allottee, without first notifying the developer and without giving the developer the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the said Unit/Flat alters the state and condition of the area of the purported defect, then the developer shall be relieved of its obligations contained in clause 12 hereinabove.

It is clarified that the above said responsibility of the developer shall not cover defects, damage, or malfunction resulting from (i) misuse, (ii) unauthorized modifications or repairs done by the Purchaser/Allottee and/or its nominee/agent, (iii) cases of force Majeure (iv) failure to maintain the amenities/equipments, (v) accident and (vi) negligent use. Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the Purchaser/Allottee of the said Unit/Flat should also pay maintenance charges for maintenance of the said premises/project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the Purchaser/Allottee and there being discontinuation of proper maintenance in that event the developer should not be held as liable as default on its part under this clause.

The manufacturer warranty and such warranties are covered under the maintenance of the said Unit/Flat and/or said block/building/s, and or said complex and if the annual maintenance contracts are not done/renewed by Purchaser/Allottee and/or the association of Purchaser/Allottee, the developer and/or owner shall not be responsible for any defects occurring due to the same. The said complex/blocks/Units as a whole have been conceived, designed, and constructed based on the commitments and warranties are given by the manufacturers/ vendors that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Said Unit/Flat and/or said complex, and/or said premises and the common amenities wherever applicable.



**RECEIVED** this day from the within-named Purchaser Rs. \_\_\_\_\_/-  
 (Rupees: \_\_\_\_\_ only) as earnest and/or part payment against the  
 total agreed consideration of Rs. \_\_\_\_\_/- being the within-mentioned  
 Consideration in the manner specified hereunder

**MEMO OF CONSIDERATION**

Sl No.	Payment Details with Bank	Amount With out TDS	TDS Amount	Total Amount

Witness

signature of the developer/owners

**WITNESS WHEREOF** the **PARTIES** herein put their respective signatures on the day, month and year first above written.

**SIGNATURE OF THE PURCHASER**

**SIGNED, SEALED & DELIVERED**  
by within named **ORIGINAL LAND**  
**OWNER, DEVELOPER** and  
**PURCHASER** in presence of  
**WITNESSES** at Kolkata.

**SIGNATURE OF PURCHASER**

**DRAFTED BY ME AS PER**  
**INSTRUCTION AND DOCUMENTS**  
**PROVIDED BY THE CLIENT**