

AGREEMENT FOR SALE (WITHOUT POSSESSION)

This Agreement for Sale (Agreement) executed on this _____ day of _____ in the year Two Thousand and Twenty Three

By and Between

Soubhagya Nirman LLP



Authorised Signatory / Partner

SOUBHAGYA NIRMAN LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having PAN ADIFS8213L (LLPIN- AAI-9727) having its Registered Office at 2/5 Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, PIN- 700020 represented by its **Partner Ashok Saraf (having Aadhaar No. 5399 5075 5762 and PAN AJQPS0820D)** son of Late Santosh Kumar Saraf working for gain at 2/5 Sarat Bose Road, Unit-1F, 1st Floor, P.S. Ballygunge, P.O. Elgin Road Kolkata – 700020 hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns)of the **FIRST PART**

AND

- 1) _____ (having PAN _____ and AADHAR _____) son of _____, aged about _____ years, residing at _____, Post Office _____, Police Station _____, Kolkata – _____, West Bengal
- 2) _____ (having PAN _____ and AADHAR _____) son of _____, aged about _____ years, residing at _____, Post Office _____, Police Station _____, Kolkata – _____, West Bengal

hereinafter both jointly called the "**Allottees**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns)

AND

(1) **ADARSH AGARWALA** wife of Manick Agarwala residing at Heritage Princess, 1B Mayfair Road, P.O. Ballygunge, P.S. Gariahat, Kolkata 700019 having PAN ACXPA2516J, Aadhar No – 8334 2434 5776 (2)**NEERJA AGARWAL**wife of Sajan Kumar Agarwala residing at Gayatri Garden, Flat no. 2 A & B, 10/2, Lala Lajpat Rai Sarani (formerly Elgin Road), P.O. Lal Lajpat Rai Sarani, P.S. Ballygunge, Kolkata 700 020 having PAN ACZPA4845L, Aadhar no- 6671 2838 0582, (3a) **SHIV KUMAR AGARWALA**son of Late Yudhisthir Lal Agarwala residing atRaghu Estate, 8/4 Alipore Road, Block B, Flat 6B, P.O. & P.S. Alipore. Kolkata 700027 having PAN ACMPA9313N, Aadhar no- 5522 8183 2551 and (3b) **NAV RATAN GOENKA**son of Late Kishori Lal Goenka residing at 6, Alipore Park Road, P.O. & P.S. Alipore, Kolkata – 700027 having PAN ADSPG7579B, Aadhar no- 8365 1007 1948 both Nos. (3a) and (3b) being the only Trustees of the private family trust known and styled as "**Rita Agarwala Family Trust**" created and/or established by the Last Will and Testament dated 10th April 2017 made by Late Rita Agarwala having PAN AAFAR2419A

having its office at Raghu Estate, 8/4 Alipore Road, Block B, Flat 6B, P.O. & P.S. Alipore. Kolkata 700027 all represented by their duly Constituted Attorney Soubhagya Nirman LLP (represented by its Authorized Signatory Shri **Mr. Ashok Saraf**, a Hindu Businessman, son of Late Santosh Kumar Saraf, working for gain at Premises No 2/5 Sarat Bose Road, Unit No-1F, 1st Floor, Kolkata-700020 having his PAN - AJQPS0820D and Aadhar No – 5399 5075 5762 hereinafter collectively referred to as “the **OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include insofar as the individuals are concerned their respective heirs, executors, administrators and legal representatives and/or assigns and insofar as the Trust is concerned the trustees for the time being their respective successors or successors-in-office and/or assigns);

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

WHEREAS:

- A. The Owners are the absolute owners of **ALL THAT** pieces or parcels of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 19 Cottah 13 Chittacks 7 Square feet be the same a little more or less situate lying at and being the entire municipal Premises Nos. 4A, Picasso Bithi, Kolkata -700017 ("**Project Land**") as mentioned in **PART-I** of **Schedule A**. The facts about the Owners deriving title to the Project Land is mentioned in **PART-VI** of **Schedule A** hereto. The Owners and the Promoter have entered into a development agreement dated 12th April, 2019 and registered with the Additional Registrar of Assurances-III, Kolkata in Book I, Volume No. 1903-2019, pages 67465 to 67543 Being No. 190301559 for the year 2019 (collectively “**Development Agreement**”) whereby the Owners have granted the right to the Promoter to develop the Project Land at the consideration and on the terms and conditions therein contained. The Owners No. 3 namely "Rita Agarwala Family Trust" is a private family trust and the Trustees thereof named above are fully empowered to enter upon the Development Agreement and to effect the Transfer envisaged herein and the beneficiaries of the said Trust joined as party to the Development Agreement and unanimously consented to the same.
- B. The Project Land is earmarked for construction of a multistoried building named as “**Hungerford House**” having a basement floor and ground floor and eleven upper floors and other erections (“**Building**”) with Common Areas within the Building and the Project Land as mentioned in **PART-IV** of **Schedule A** hereto (Building and the Common Areas collectively “**Project**”).

- C. 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 to development of the said Land on which Project is to be constructed have been completed;
- D. The intimation for commencement of construction of works relating to the Project has been submitted by the Owners with the Kolkata Municipal Corporation and received by the Building Department, Kolkata Municipal Corporation on 6th February, 2022;
- E. The Promoter has obtained the final sanctioned building plan approvals for the Building at the Project from the Kolkata Municipal Corporation vide Building Permit No. 2021070025 dated 29.6.2021 (“**Sanctioned Building Plans**”) which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Kolkata Municipal Corporation and other concerned authorities). The Promoter agrees and undertakes that it shall not make any changes to these layout plans except as elsewhere herein contained and/or in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016(“**Act**”) and other laws as applicable;
- F. The Allottee had applied for an apartment in the Project vide application dated 24.03.2023, and has been allotted **Apartment No. _____ (“Unit”)** having carpet area of _____ **Square Feet**, Open Terrace area of _____ **Sq. Feet** on the _____ **floor** of the Building along with (i) the right to park _____ medium size motor car in the covered space on the ground floor of the said premises and (ii) with the right to park _____ medium sized motor cars in the basement with MLCP Facility of the said premises to be used by the Allottee as permissible under the applicable law (“**Parking Facility**”) and pro rata share in the common areas as mentioned in **PART-IV** of **SCHEDULE A** hereto and any other applicable areas defined under clause (n) of Section 2 of the Act comprised in the Project ("**Common Areas**").(The Unit, the Parking Facility, if any and pro rata share of the Common Areas hereinafter collectively referred to as the "**Designated Apartment**" and the Unit is more particularly described in **PART-II** of **Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**);
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. Additional Disclosures/Details by the Promoter to the Allottee:

- a. The Owners have agreed to the sale of the Designated Apartment under and pursuant to the Development Agreement inasmuch as the same forms part of the Initial Phase Units/written consent dated 8th September, 2022
- b. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facility to the interested allottees applying for the same in an organized manner whereby each applicant allottee shall be allotted parking facility of the type applied by him in an identified dependent or independent space. Since different kinds of parking spaces have different costing, the Promoter has fixed different costs in respect of the different categories of parking space.
- c. The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and are agreed between the parties hereto.
- d. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and connected thereto and agree not to raise any objection or dispute with regard thereto. The Allottee accepts that none of the aforesaid disclosures, details or terms affect the execution of the Project which is a complex with its own common areas and amenities and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.
- e. It is clarified that as per the mutual agreement between the Parties, the Promoter will construct the said Flat/ Unit in BARE SHELL condition and that the Promoter will not be required to provide any flooring other than plain cement floor nor to provide any electrical wiring, fittings or switches except external electrical wiring upto the Distribution Box at the entrance of the said flat/unit nor to provide any sanitary fittings or fixtures in the bathrooms nor to make any counter slab or fittings in the Kitchen nor to do any other works required for finishing the said Flat/ Unit nor to provide any water pipelines except complete upto and outside the said Flat/ Unit (collectively “**Internal Finishing**”).
- f. The Allottee shall complete said **Internal Finishing** of the said Flat/ Unit in terms hereof at their own cost and efforts. In case of any Internal Finishing found to be

pending or incomplete, then the same shall be the exclusive responsibility, obligation and liability of the Allottee without foisting any accountability on the part of the Promoter in any manner whatsoever.

- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment including the Parking Facility (if applicable) as specified in clause F.

II NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE as follows:-

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in clause F.
- 1.2 The Total Price (excluding Goods & Service Tax) for the Designated Apartment based on carpet area of the Unit is **Rs. _____/- (Rupees _____) only (“Total Price”)**. The breakup of the Total Price and other amounts and applicable Taxes is as follows:

Building	Rate of Apartment per square feet (to be derived from amounts as per carpet area)
Apartment No _____	Rs. _____/-
Open Terrace	_____ Sq. Feet (without construction)
Type	
Floor	

Proportionate Common Area	No Separate Charges
Preferential Location Charges	No Separate Charges
Parking Cost Covered Parking on the ground floor Mechanical Parking in the basement Mechanical Parking in the basement	No Separate Charges
Total Price (in rupees) without Taxes (“Unit Price”)	Rs. _____/- (Rupees _____) only
Other charges (extras & deposits)	As per Clause 11.2 below
Taxes (the Goods and Service Tax and any other applicable tax on the price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Designated Apartment;
- (ii) The Total Price and Taxes and Other Costs above includes Taxes payable by the Allottee and also include 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 Unit to the Allottee and/or date of sale deed in favour of the Allottee.

Provided that in case there is any change / modification in the Taxes payable by the Allottee, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification;
- (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 days 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 Designated Apartment includes: 1) pro rata share in the Common Areas; and 2) cost of parking facility, as provided in the Agreement.
- (v) The Total Price and Taxes and Other Costs does not include those Other Costs whose amounts are not yet finalized including those mentioned in Clause 11.2.3 hereto and the same shall be payable by the Allottee additionally.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or 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.
- 1.4 The Allottee(s) shall make the payment as per the payment plan applicable for Down Payment/Installment Payment Plan set out in **PART-II** of **SCHEDULE "C"** ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 10 % per annum for the period by which the respective installment has been preponed. The provision, if any agreed, for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 Except as disclosed to the Allottee in this Agreement (including in clause H above), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications of the Flat/ Unit and the nature of fixtures, fittings and amenities described herein in respect of the Unit without the previous written consent of the Allottee.

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

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit, then the 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 found to have been paid by the Allottee. If there is any increase in the carpet is 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 or if no rate is specified then on pro rate basis.

- 1.8 Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.
- (i) The Allottee shall have exclusive ownership of the Unit.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as member of the Association. 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 Owner, Promoter, other co-owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.
 - (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications as provided within the Project;
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with Parking Facility, 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 as mentioned in **PART-IV** of **SCHEDULE A** hereto shall be available only for use and enjoyment of the allottees of the Project.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit and the Parking Facility, if any, to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (taken by the Promoter) and interest on mortgages, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (taken by the Promoter) and interest thereon before transferring the Unit and the Parking Facility, if any, to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit and the Parking Facility, if any, 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 there for by such authority or person.
- 1.12 The Allottee has paid a sum of **Rs.** _____/- (**Rupees** _____) **only as booking amount** being part payment towards the Total Price of the Designated Apartment until the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable)] in favour of “**SOUBHAGYA NIRMAN LLP**” payable at Kolkata. The Owners and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them and in respect of the Initial Phase Units and/or wherever the Owners agrees that the payments against the Designated Apartment shall be received by the Promoter alone, the same shall be so received by the Promoter. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of

this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

- 2.2 In case the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.

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, 1934 and the Rules and Regulations made there under 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 of 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/agreement of the Unit and Parking Facility, if any, 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/her payments in any other manner.

5. TIME IS ESSENCE:

Time is 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 completion certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the lay out plan of the Unit /building and accepted the Payment Plan, floor layout plan, [annexed along with this Agreement] 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 Kolkata Municipal Corporation Building Rules & The Kolkata Municipal Corporation Act, 1980 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE DESIGNATED APARTMENT:

7.1 Schedule for possession of the said Designated Apartment-

The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter based on the approved plans, assures to hand over possession of the Unit in bare shell condition within **30TH SEPTEMBER, 2025** unless there is delay or failure due to war, flood, drought, fire, cyclone, epidemic, pandemic, earthquake or any other calamity caused by nature or other exigency 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 Unit, 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/agreement 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, the 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 completion certificate* from the competent authority shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within **3 months** from the date of issue of such notice and the Promoter shall give possession of the Unit 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/Maintenance In-charge/association of allottees, as the case may be. The Promoter, on its behalf shall offer possession of the Unit/ Flat within 7 days of receiving the completion certificate* of the Project/Building containing the Unit.
- 7.3 **Failure of Allottee to take Possession of Designated Apartment**-Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Unit and the Parking Facility, if any from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Unit and the Parking Facility, if any 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 and also all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.
- 7.4 **Possession by the Allottee** -After obtaining the completion certificate and handing over physical possession of the Designated Apartment to the Allottee, 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 (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the Allottee (other than 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, and without any loss to the Promoter. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

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, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee 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.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified 7.1; 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 Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated 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 Unit and the Parking Facility, if any.

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

The Owners and the Promoter hereby respectively represent and warrant to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and the Owners have absolute, actual, physical and legal possession of the Project Land with license to the Promoter to carry out the Project thereon;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Designated Apartment;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and Designated Apartment and common areas;
- (v) 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;
- (vi) The Owners/Promoter have not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Development Agreement) or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Owners/Promoter confirm that the Owners/Promoter are not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and Parking Facility, if any, to the Allottee and the common areas to the Association of the allottees;
- (ix) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (x) 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;

- (xi) 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 Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xii) That the Project Land is not Waqf property.
- (xiii) The Promoter intends to make an application to the Authority under the Real Estate (Regulation and Development) Act, 2016 and the provisions and contents of this Agreement may undergo modifications or alterations if so required by the Authority.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects as per specifications prescribed herein and completion certificate issued in respect thereof shall be conclusive proof thereof;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones 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 provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; 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 the possession of the Designated Apartment.

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

- (i) In case the Allottee fails to make payments for consecutive two 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 to register the Conveyance Deed or in complying with any other condition mentioned in this Agreement despite receiving a prior 30 days written notice from the Promoter in respect thereof or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting the amount paid at or before the execution of this agreement and the interest liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application form and this Agreement shall thereupon stand terminated:

Such refund to the Allottee by the Promoter shall be made within a period of 45 (Forty-Five) days from such cancellation.

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

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

10. CONVEYANCE OF THE SAID APARTMENT:

- 10.1 The Owners and the Promoter, on receipt of the complete amount of the Total Price and Taxes and Other Costs in respect of the Designated Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit together with the Parking Facility, if any and together with the proportionate indivisible share in the Common Areas within the Project within 3 (three) months from the date of issuance of the completion certificate*.
- 10.2 However, in case the Allottee fails to deposit the stamp duty and/or 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 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 of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

Clauses in relation to maintenance of Project, infrastructure and equipment:

- 11.2 **Other Costs and Deposits:** The Allottee is since prior to allotment of the Designated Apartment to him, aware of applicability of Other Costs and Deposits on the following heads to be payable by the Allottee in addition to the price for the same:-

11.2.1 Additional Costs: The following amounts (“**Additional Costs**”) which are all to be appropriated by the Promoter to its own account absolutely:-

- (a) Allottee’s fixed share of costs, charges and expenses for procuring electricity connection of the project by way of Transformer, Electric Sub-station, amounting to **Rs.**_____/- . This one-time cost does not include
- (i) The recurring periodic or other electricity consumption charges and costs payable by the Allottee.

- (ii) The security deposit and expenses payable to CESC Limited or any other Electricity Provider, for the Allotees designated apartment and the same shall be directly payable by the Allottee.
 - (iii) The proportionate share of security deposit and expenses in respect of the common meters for the common areas and installations payable by the Allottee.
- (b) Allottee's fixed share of costs, charges and expenses for generator and its cabling for providing backup power in respect of certain amenities and facilities forming part of the Common Areas and allocating power for running the basic electric appliances in the Unit of upto ____ KVA aggregate power, amounting to **Rs.**_____/-. This one-time cost does not include the recurring periodic or other running, operational, maintenance, repair and replacement charges payable by the Allottee in respect of generator.
 - (c) Allottee's costs, charges and expenses for air-conditioning of the allottees unit being **Rs.**_____/-. This one-time cost does not include the recurring periodic or other running, operational, maintenance, repair and replacement charges payable by the Allottee in respect of the air-conditioning of their unit .
 - (d) Legal costs and charges in respect of preparation and registration of this agreement and the Conveyance Deed to be executed in pursuance hereof amounting to **Rs.**_____/-
 - (e) Costs and charges for Mutation and Apportionment of the allottees Unit in the records of the Kolkata Municipal Corporation being **Rs.**_____/-
 - (f) Towards the costs and expenses for formation of the association being **Rs.**_____/-
 - (g) Towards the pro-rata costs and expenses for installing the common amenities and facilities on open air club on portion of the roof top:- **Rs.**_____/-

11.2.2 **Deposit:**

- (i) Deposits (“**Deposits**”) amounting to **Rs.**_____/-. towards KMC Tax Deposit

- (ii) **Rs.**_____/- towards Common Expenses Deposit calculated @Rs.5/- per Square feet of the unit Area for CAM for 12 months.
- (iii) **Rs.**_____/- towards Sinking Fund, as security for payment of outgoings pertaining to the Designated Apartment payable by the Allottee from the liability commencement dates stipulated herein. These Deposits shall be transferred by the Promoter to the Maintenance In-charge (upon adjustment of arrear dues if left by the Allottee) upon completion of the Project or earlier if the Promoter so decides.

11.2.3 In connection with the Additional Costs and Deposit payable by the Allottee as aforesaid, it is agreed by and between the parties hereto that the same does not include the following amounts which shall be payable by the Allottee additionally:-

- (a) Goods & Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future thereon and such taxes shall be additionally payable at the applicable rates by the Allottee and shall be paid proportionately, if levied as a whole on the Building or the Project and wholly, if levied specifically on the Designated Apartment. The Allottee further agrees that in case of any decrease/reduction in the applicable taxes the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever.
- (b) Stamp Duty and Registration Charges: The Allottee shall have to mandatorily pay the applicable amount for Stamp Duty and Registration Charges and all other applicable charges in respect of this agreement and any future contracts in pursuance hereof and also the Conveyance Deed to be executed in pursuance hereof.
- (c) Miscellaneous Registration Costs: In addition to the above, a fixed miscellaneous charge for each instance of registration of this Agreement, any other contract and Conveyance Deeds shall be paid to the Promoter by the Allottee.
- (d) Rule 26 charges (if applicable) for getting approved any modifications under Rule 26 (or any other rule that may be prevalent at the material time) of the Kolkata Municipal Corporation Building Rules.

- (e) Mutation Charges (post registration of sale deed) as may be prescribed by the Promoter
- (f) Nomination Charges (if applicable) payable by the Allottee for transfer of the Allottee's unit to a third party :- Rs _____/-
- (g) None of the amounts of Additional Costs and Deposit bear any interest payable to Allottee nor are refundable except in the manner and to the extent applicable on termination of this agreement in terms hereof.

11.2.4 The payment of Other Costs and Deposits by the Allottee shall be as per the Payment Plan. If nothing is mentioned in the Payment Plan, the concerned amount shall be paid by the Allottee to the Promoter within 15 (fifteen) days of being demanded by the Promoter from the Allottee.

11.3 **Maintenance In-charge:**

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

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

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

11.4 **Common Areas Related:**

11.4.1 The Building shall contain certain Common Areas as specified in **PART-IV** of the **SCHEDULE A** hereto and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter.

11.4.2 The Project shall also contain certain Common Areas as specified **PART-IV** of the **SCHEDULE A** hereto which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.

11.4.3 Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.

11.4.4 Upon construction of the Building at the Project Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and the areas so identified shall form part of the Common Areas.

11.4.5 The Owner/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Unit in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour of the Allottee in trust and for the ultimate ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee.

11.5 **Unit Related:**

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

11.5.2 Transfers by Allottee:The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum of Rs. _____/= (excluding Other Costs and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax(except on the said sum of Rs. _____/= mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid)or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the

Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

11.5.3 Area Calculations:

- a. **Carpet Area of Unit:** The carpet area for the Unit or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- b. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- c. **Open Terrace Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Allottee.
- d. **Built-up Area:** The built-up area for the Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
- e. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Unit is undivided _____ Square feet more or less.
- f. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the chargeable area shall be the sum total of the Built-up Area of Unit, 50% of area of Open Terrace and Proportionate Common Area which comes to _____ Square feet more or less.
- g. **It is clarified that** the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

11.6 Housing Loan by Allottee : In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire

obligation or liability in respect of the same shall be that of the Allottee alone. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement 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.

11.7 Parking Facility Related:

11.7.1 The Allottee shall not have any Parking Facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying his obligations as provided in this agreement.

11.7.2 All unsold or un allotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.

11.7.3 The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Allottee nor to disturb the use of the allotted parking space by the concerned Allottee.

11.8 Overall Project Related :

11.8.1 Specifications: The Promoter may use alternative similar substitutes in respect of any item of the Specifications mentioned in **PART-VII** of **SCHEDULE A** hereto.

11.8.2 Non Obstruction in Project: The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.

11.8.3 Commencement of power supply from Generator: The power backup from the Common Generator in the Project shall be commenced only upon 40% percent of the Co-owners (other than the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim

in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

11.8.4 Architect: Unless changed by the Promoter, Messrs. INNATE of Kolkata shall be the Architect for the Project.

11.9 Future Expansion Related:

11.9.1 The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project.

11.9.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Part-IV of Schedule A**. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act and such consent shall not be unreasonably withheld.

11.10 HOUSE RULES: The ownership and enjoyment of the Unit, Parking Facility and the Common Areas by the Allottee shall be subject to the observance, fulfillment and performance of the terms and conditions of the Agreement as also the House Rules below (“**House Rules**”) which the Allottee shall be obliged and responsible to comply with strictly:-

11.10.1 Not to cause any hindrance or disturbance to the other user/ unit Owners in their peaceful enjoyment of their units.

11.10.2 to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.

11.10.3 to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.

11.10.4 Without prejudice to the generality of the foregoing, not to use the Unit or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or

processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.

- 11.10.5** Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Unit or Building or anywhere in the Project **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Unit.
- 11.10.6** Not to partition or sub-divide the Unit nor to commit or permit to be committed any form of alteration or changes in the Unit or in the beams, columns, pillars of the Building at the Project passing through the Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units 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 Building at the Project or any part thereof.
- 11.10.7** not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11.10.8** not to install or keep or operate any generator in the Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Unit is situate or in any other common areas of the Building at the Project or the said Land save the battery operated inverter inside the Unit.
- 11.10.9** not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 11.10.10** to maintain at his own costs, the Unit and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, , CESC Limited, Fire Authorities, Pollution Control authority and/or any statutory authority with regard to the user and maintenance of the Unit as well as the user operation and maintenance of lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 11.10.11** To 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 to 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.

11.10.12 not to sub-divide the Unit and space for Parking Facility under any circumstances.

11.10.13 not use or permit to be used the Unit or the Common Areas or the Parking Facility, 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 building

11.10.14 Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Unit, the Parking Facility, if any and the Common Areas.

11.10.15 not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.

11.10.16 to apply for and obtain at his own costs separate assessment and mutation of the Unit in the records of appropriate authority within 03 (three months from the date of possession.

11.10.17 not to alter the outer elevation or façade or colour scheme of the Building at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

11.10.18 not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

11.10.19 the Allottee shall not park any motor car, or any other vehicle at any place in the said Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Parking Facility, the facility of such parking shall be subject to the following conditions:-

- a. The Allottee shall use only the space for Parking Facility identified for him as per **PART-III** of **SCHEDULE A** hereto for parking;
- b. The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default;
- c. The Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space 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.

- d. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, as agreed to be granted to him.
- e. The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Unit nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the Unit to any other Co-owner of the Project and none else.
- f. The Parking Facility does not confer any right of ownership of the space on which such parking facility is provided.
- g. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility 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.
- h. In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/ of the other Unit owners of such facility or any other Co-owners in the Project.
- i. In case the Parking Facility due to any technical issues or owing to any repair, maintenance or replacements at the space of the Parking Facility or due to any other reason is temporarily or permanently not available, the Allottee shall not hold the Promoter (as Maintenance In-charge or otherwise) liable or responsible in any manner therefor.

11.10.20 In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-

- a. to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times.
- b. not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item not to allow or permit any leakage or seepage of water from the floor to any other portion of the Building
- c. not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light there from disturbing others.

- d. not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the said Land.
 - e. not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Building and/or the said Land and/or outside walls of the Building save in the manner indicated by the Promoter or the Maintenance In-Charge.
 - f. not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
 - g. not to sub-divide the Open Terrace in any manner.
- 11.10.21** to 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 Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
- 11.10.22** to install firefighting and sensing system gadgets and equipments as required under law and shall keep the Unit free from all hazards relating to fire.
- 11.10.23** to keep the Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Building and not to do or cause to be done anything in or around the Unit 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 Unit.
- 11.10.24** not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- 11.10.25** not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Unit and the Parking Facility, if any.

- 11.10.26** not violate any of the rules and/or regulations laid down by the Maintenance In-charge for use of the Common Areas.
- 11.10.27** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- 11.10.28** not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Building or may cause any increase in the premia payable in respect thereof.
- 11.10.29** not to commit or permit to be committed any alteration or changes in, or draw from outside the Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Unit and any other Unit in or portion of the Building
- 11.10.30** to use the Common Areas only to the extent required for ingress to and egress from the Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
- 11.10.31** to use of the Common Areas, and the Shared Facilities with due care and caution and not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas, and/or the Shared Facilities 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.
- 11.10.32** not to make any construction or addition or alteration or enclose any Common Areas, and/or the Shared Facilities nor display any signboard, neon sign or signage there from or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 11.10.33** not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas, and the Shared Facilities mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 11.10.34** not to 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/ etc.
- 11.10.35** no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

11.10.36 keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobbies, landings etc. in the said building 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 Building.

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

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

11.11 Taxes and Outgoings: The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“**Taxes and Outgoings**”):-

- a. Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Unit, Parking Facility and/or Designated Apartment directly to the Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Building and entire share for the said designated apartment.
- b. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or any component thereof or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.

- c. Electricity charges for electricity consumed in or relating to the Unit.
- d. Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment or any part thereof, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- e. Proportionate share of all Common Expenses (including those mentioned in **PART-V** of **SCHEDULE A** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.5/- (Rupees five only) only per Square foot per month of the Unit Area for CAM mentioned in clause 11.5.3 (f) above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- f. Parking Facility Maintenance Charges amounting to Rs 5000/- per annum per car parking space
- g. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- h. Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
- i. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

11.11.2 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Unit Provided That any amount payable by the Allottee directly to any authority shall always

be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

- 11.11.3** The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 11.11.4** The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 11.11.5** In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities shall be suspended and the Maintenance-in-charge and shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees guests agents tenants or licencees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

- 11.11.6** The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Building or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 11.11.7 Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Unit and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Unit on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the Designated Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the Designated Apartment and remedies the concerned default and takes physical possession of the Unit, the Allottee shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs.50/- per Square feet per month of the carpet area of the Unit towards withholding charges.
- 11.11.8 Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate or till formation of Association and starting of its operation, whichever is earlier.
- 11.11.9** Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Building (except the Units therein), and the Common Areas, the Shared Facilities and the parking spaces and for all other Common Purposes and include those mentioned in **PART-V** of **SCHEDULE A** hereto.

- 11.12 Acknowledgments, Exceptions and Reservations:** The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause H above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause H above and/or the following rights and authorities at any time and from time to time hereafter:-
- 11.12.1** The Promoter shall at all times also be entitled to put the name of the Project “Hungerford House” at the Roof, façade, boundary and/or any other places in the Building Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to “as Project Branding”) and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The said Developer has named the proposed new building as “HUNGERFORD HOUSE”. The name of the proposed new building “HUNGERFORD HOUSE” cannot be changed.
- 11.12.2** The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, , television, internet, transformer, and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services there from by the owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Building or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize and meet the Common Expenses to that extent.
- 11.12.3** The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas

without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reasons on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Unit is situated, as the case may be, the parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the parties and the terms and conditions hereof and then 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 Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

13. RIGHT OFALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Designated 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 In-charge/maintenance agency/Association shall have right of unrestricted access of all Common Areas 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 Designated 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 or for inspection and requiring the Allottee to remedy any want of repair.

15 USAGE:

Use of Basement)and Service Areas: The basement(s) and service areas located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to, transformer, DG set underground water tank, Pump room, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall be reserved for use by the Maintenance In-charge (including the Association of allottees formed by the allottees) for rendering maintenance services.

16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit, Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas 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 Designated Apartment and keep the Designated 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.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on

the face façade of the Building or anywhere on the exterior of the building 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 Designated 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 Designated Apartment.

- 16.3 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. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE:

The Allottee is entering into this Agreement for the allotment of the Designated 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 CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the completion certificate in respect of the Building in the Project has been issued by the competent authority(ies) except for as provided elsewhere in this agreement and/or in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

- 19.1 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Apartment.

- 19.2 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 can be registered in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Promoter is in compliance of various laws/regulations as applicable in the State of West Bengal to the extent applicable and within the knowledge of the Promoter.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does 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 registering authority as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the registering authority 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, allotment 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 (after forfeiture of a sum of Rs.10 lacs with an option to pay the same directly to the bank account of the Allottee given at the time of application form without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated 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 ALLOTTEES:

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 Designated Apartment and the Project shall equally be applicable to and enforceable against any subsequent allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties and/or consented to by the Allottee 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office', or at some other place, which may be mutually agreed between the Promoter and the Allottee and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Registrar/Additional/Sub Registrar. Hence this Agreement shall be deemed to have been executed at the office of the promoter at Premises No 2/5 Sarat Bose Road, Unit No-1F, Kolkata-700020.

30. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient by replying thereto or otherwise, at their respective addresses specified below :

Name of Allottee :

Allottee Address:

Email id of Allottee:

Promoter Name:

SOUBHAGYA NIRMAN LLP

Promoter Address:

**2/5 SARAT BOSE ROAD,
UNIT -1F, 1ST FLOOR,
KOLKATA-700020**

Email id of Promoter: debjaniroy@sugamhomes.com

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address and/or email id subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address and/or emailed at the aforesaid email id, 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 Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

To ensure 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. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEES:

In the presence of:

(1)

(2)

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER in the presence of :

For Soubhagya Nirman LLP

Partner

SIGNED AND DELIVERED BY THE WITHIN NAMED:

OWNERS in the presence of:

Mrs Adarsh Agarwala

Mrs Neerja Agarwal

Rita Agarwala Family Trust

Shiv Kumar Agarwala

Nav Ratan Goenka

SCHEDULE 'A' ABOVE REFERRED TO:

PART-I
PROJECT LAND

ALL THAT messuages tenements hereditaments building dwelling house and premises **Together With** pieces or parcels of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 19 Cottah 13 Chittacks 7 Square feet be the same a little more or less situate lying at and being the entire municipal Premises Nos. 4A, Picasso Bithi (formerly part of Premises No. 4, Picasso Bithi theretofore Premises No. 4, Hungerford Street), Kolkata -700017, having Assessee No. 110632300062 within Ward No. 63 of Kolkata Municipal Corporation under Police Station Shakespeare Sarani (formerly Park Street) old Holding No. 11, Block No. XII in the South Division of the town of Kolkata and butted and bounded as follows:-

- On the **North** : By Shakespeare Sarani;
- On the **South** : By Premises No. 4B, Picasso Bithi;
- On the **East** : By Picasso Bithi (Hungerford Street);
- On the **West** : By Premises No.3A, Picasso Bithi.

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

PART-II
UNIT

ALL THAT the Designated Apartment bearing No 3 containing by estimation a Carpet area of _____ **Square Feet** corresponding to _____ **Sq. Feet** of Built Up Area on the _____ **Floor** of the residential building "**HUNGERFORD HOUSE**" at the said Premises No. **4A, Picasso Bithi** (formerly Hungerford Street), Kolkata - 700017 and the said Premises is morefully described in the **SCHEDULE A** hereinabove written and shown in the Plan annexed hereto, duly bordered thereon in "RED".With exclusive Open Terrace (without construction) attached to the said Designated Apartment containing a carpet area of 129 square feet (more or less) as shown on the Plan annexed hereto.

PART-III
PARKING FACILITY

- i) With the right to park _____ **medium size** motor car in the **covered space** on the _____ **floor** of the said premises, as will be allotted at the time of possession
- ii) With the right to park _____ **medium size** motor cars in the **basement area (both mechanical- upper & lower)** of the said premises, as will be allotted at the time of possession.

PART-IV
COMMON AMENITIES AND FACILITIES

- i. The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobby, fire escapes and common entrances and exits of the building/s;
- ii. The roof terrace,
- iii. Installations of central services such as electricity, water and sanitation,

- iv. The sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- v. All common facilities as provided in the said project at the said premises No. 4A, Picasso Bithi, Kolkata – 700016;
- vi. All facilities and amenities as may be provided;
- vii. Overhead and underground water reservoirs;
- viii. Lift machine rooms;
- ix. Transformers and CESC Utility Areas;
- x. Fire fighting system;
- xi. Common toilet
- xii. Driveways and pathways (except areas earmarked by the Developer as car parking spaces).
- xiii. Installation of solar power (on the roof)
- xiv. Landscaped areas;
- xv. Facility Managers' area with CCTV (in the ground floor lobby)
- xvi. Security Guards Goomty at entrance

PART-V
COMMON EXPENSES

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, painting, repainting, lighting, upkeep etc. of the main structure of the Building including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas at the Project, the Shared Facilities and the parking spaces including lifts, generators, intercom, CCTV, water pump with motors, mechanical parking, all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, drains and electric cables conduits and wires whether open or concealed and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/apartment and/or enjoyed or used by the Allottee in common.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments gadgets and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, fittings, fixtures etc) and MCP.
3. **STAFF:** The salaries, remuneration and other costs and expenses of the Maintenance Agency, staffs, professionals, consultants and other persons to be employed or engaged for the Common Purposes including their bonus and other emoluments and benefits.

4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the Common Purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project Land (save those assessed separately in respect of any Unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events and/or any contingencies.
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owner, the Promoter, the Maintenance In-charge for the Common Purposes.

PART-VI

CHAIN OF TITLE

1. One Nirendra Nath Sircar was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT brick built messuages tenements hereditaments and dwelling houses together with the pieces and parcels of revenue redeemed land or ground thereunto belonging whereon or on parts whereof the same were erected and built containing an area of 1 Bigha 12 Cottahs 9.5 Chittacks more or less situate lying at and being premises No. 4 Hungerford Street, Police Station Park Street in the town of Calcutta (hereinafter referred to as “**the Larger Premises**”) absolutely.

2. By an Indenture of Conveyance dated 6th March 1952 made between the said Nirendra Nath Sircar as Vendor and Sangit Kala Mandir as Purchaser and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 37, Pages 158 to 163, Being No. 672 for the year 1952 the said Nirendra Nath Sircar for the consideration therein mentioned sold conveyed and transferred the Larger Premises unto and to the said Sangit Kala Mandir absolutely and forever.
3. By an Indenture of Conveyance dated 26th September 1957 made between Sangit Kala Mandir therein referred to as the Vendor of the First Part one Yudhishthir Lal Agarwala therein referred to as the Confirming Party of Second Part and Bhagwati Agarwala therein referred to as the Purchaser of the Third Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 95, Pages 256 to 264, Being No. 4193 for the year 1957, the said Sangit Kala Mandir for the consideration therein mentioned sold conveyed and transferred to the said Bhagwati Agarwala the Larger Premises.
4. By an Indenture of Conveyance dated 20th March 1996 and registered with the Registrar of Assurances, Calcutta in Book No. I, Being No. 1142 for the year 1996, the said Bhagwati Devi Agarwala sold to one Rhino Trading Company Private Limited and Panitola Trading Company Private Limited a divided and demarcated portion on the southern side of the Larger Premises containing an area of 12 Cottah 12 Chittaks and 16 Square feet more or less which sold portion was subsequently assessed separately and renumbered as premise No. 4B Picasso Bithi, Kolkata. The said Bhagwati Devi Agarwala remained the owner of the remaining portion containing an area of 19 Cottahs 13 Chittaks 7 Square feet more or less, which was renumbered by the Kolkata Municipal Corporation as premises No. 4A Picasso Bithi being the said premises.
5. The said Bhagwati Devi Agarwala, a Hindu died on 21st July 2015 after making and publishing her Last Will and Testament dated 26th December 2012 whereby and whereunder she appointed her son-in-law Nav Ratan Goenka as the sole Executor and gave devised and bequeathed the said premises to her three daughter-in-laws namely Rita Agarwala (since deceased), Adarsh Agarwal (Owners No.1.1.1 herein) and Neerja Agarwal (Owners No.1.1.2 herein) in equal shares absolutely.
6. Probate in respect of the said Will of Bhagwati Devi Agarwala was granted on 8th February, 2019 to the said Nav Ratan Goenka by the Hon'ble High Court at Calcutta in Probate Case No. 60 of 2018.
7. The said Rita Agarwala, a Hindu died on 17th September 2017 after making and publishing her Last Will and Testament dated 10th April 2017 whereby and whereunder she appointed her husband Shiv Kumar Agarwal as the Sole Executor and gave devised

and bequeathed her one-third share or part in the said premises unto and upon the Family Trust to be known in the name and Style of Rita Agarwala Family Trust (the Owners No. 1.1.3 hereto), and appointed the said Shiv Kumar Agarwal and Nav Ratan Goenka as the Trustees of the said Trust absolutely.

8. Probate in respect of the said Will of Rita Agarwala was granted on 15th January, 2019 to Shiv Kumar Agarwal by the Hon'ble High Court at Calcutta in Probate Case No. 278 of 2018.
9. The said Nav Ratan Goenka and Shiv Kumar Agarwal by their respective acts assented and consented to the bequests made by the respective said Last Wills and Testament of Bhagwati Devi Agarwal and Rita Agarwala and made over possession of the respective bequeathed properties to the respective beneficiaries.
10. The Owners have thus become the full and absolute owners of the said premises and caused their names to be mutated in the records of the Kolkata Municipal Corporation as such.
11. By the Development Agreement dated 12TH April, 2019 registered with The Additional Registrar of Assurance –III , Kolkata in Book No I, Vol No 1903-2019, Pages from 67465 to 67543, Being No 190301559 for the year 2019, the Owners, inter alia, did thereby grant to the Promoter the exclusive right to develop the Project Land by constructing the Building thereat or any part thereof for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Owners and the Promoter as follows:-
 - i. The said Land shall be developed in one or multiple phases at the discretion of the Promoter.
 - ii. The consideration receivable from sale of Multiple Units (including the Unit) and other transferable areas shall belong to the Owners and the Promoter in the ratio as agreed under the Development Agreement and the entire Other Charges and Deposits shall exclusively belong to the Promoter;
 - iii. All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owners and the Promoter shall separately pay to the Owners the share of the Owners in the same.

- iv. The Owners would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Building at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
- 12. The Promoter obtained in the name of the Owners the Fire Safety Recommendations for the proposed B +G +11 storied building from the office of the Director General, West Bengal Fire & Emergency Services as per their Memo No IND/WB/FES/20192020/68389 dated 18.01.2020.
- 13. The Promoter obtained in the name of the Owners a sanctioned Building Plan bearing no. 2021070025 dated 29.06.2021 duly sanctioned the by The Kolkata Municipal Corporation for the construction of a B+G+ 11 storied residential building at the said premises.

**PART-VII
SPECIFICATIONS**

**(Specifications as regards constructions of and fittings and fixtures to be provided
in the Units and Common Areas)**

A. Structure:-

- a. Foundation: RCC Pile Foundation
- b. Building: Reinforced Concrete Cement (RCC) framed structure with columns, beams and slabs. Earthquake resistant.

B. Elevators:-

- a. Two Nos. of Automatic Lift of Mitusbushi/ Otis/ Kone or equivalent (8/10 passenger) each

C. Flooring:-

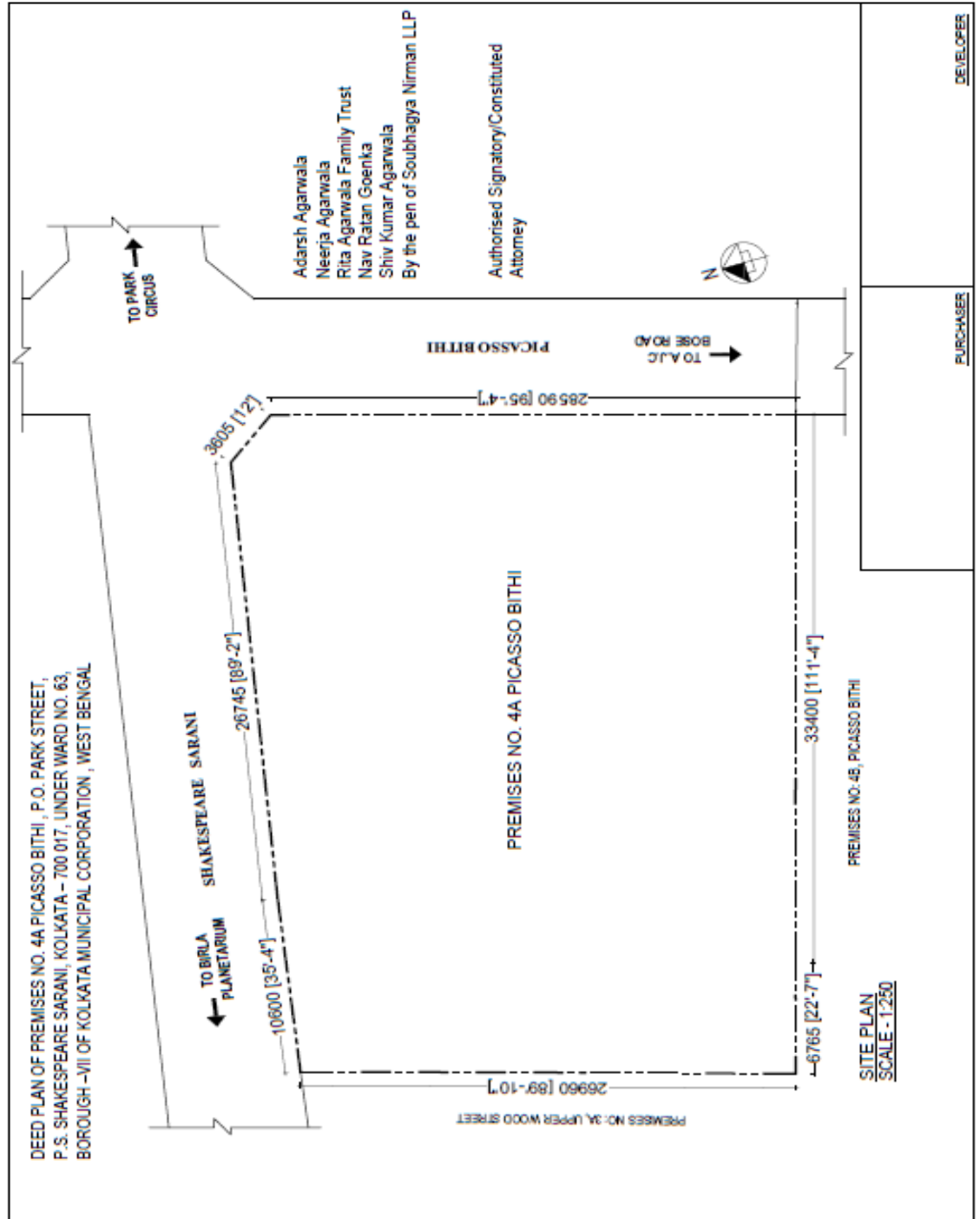
Bare Cemented

D. Wall Finish and Interiors:-

- a. Cement finish on all interior walls.
- b. Common areas will be painted with Acrylic Emulsion Paint.

- c. All Lobbies with decorative ceiling and Imported/ Italian marble/ Granite/ Stone paneled lift façade and flooring.
 - d. Anti-termites, treatment on land and building plinth
- E. General Facilities:-**
- a. Intercom facility in each flat (with closed circuit T.V.) for communication between main lobby, gate and flats
 - b. Fire fighting equipments as per recommendations.
 - c. Generator Back-up of Jackson or equivalent in full to each flat to be made available with automatic changeover and overload protection three phase type (at extra cost)
 - d. Well Developed Common Roof with Landscaping
 - e. Main lobby at the ground floor to be air-conditioned (Daikin/Toshiba/ Mitsubishi or Equivalent)
 - f. Water proofing of the roof
 - g. Deep Tube-well and corporation supply with adequate UG reservoir for drinking and fire fighting water along with iron removal and filtration unit
 - h. Driveway – Greenery, flowerpots/creepers. Floors with heavy duty tiles/ stone
 - i. Decorative Boundary wall with proper landscaping and as per specification of the Architect

**SCHEDULE 'B' ABOVE REFERRED TO
PLAN ONE (PROJECT LAND) – APPENDIX 1**



PLAN TWO (UNIT) – APPENDIX 2

SCHEDULE 'C' ABOVE REFERRED TO:

PART-I
TOTAL PRICE

The Total Price for the Designated Apartment and appurtenances based on the carpet area is **Rs.** _____/- (**Rupees** _____) **only** and Goods & Services Tax (GST) and Plus Other Charges as per Schedule D hereunder PLUS Goods & Services Tax as applicable on aforesaid Other Charges (together referred to as "Total Price")

Building	Rate of Apartment per square feet(Package Price).
Apartment No. _____	Rs. _____/-
Open Terrace (_____SFT) (without construction)	No Separate Charges
Type (_____ bedrooms)	
Floor _____	
Proportionate cost of Common Area	No Separate Charges
Preferential Location Charges	No Separate Charges
Parking Cost Covered Parking on the ground floor Mechanical Parking in the basement Mechanical Parking in the basement	No Separate Charges
Total Price (in rupees) without Taxes ("Unit Price")	Rs. _____/-
Other charges (extras & deposits)	As per Schedule D
Taxes (the Goods and Service Tax and any other applicable tax on the price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates,

PART-II

PAYMENT PLAN

The said **Rs.** _____/- shall be paid by the Allottee to the Promoter in installments as follows:

1. Rs. _____/- (Rupees _____) only as Booking Amount (“Booking Amount”) payable on or before the execution of the agreement for sale
2. Rs. _____/- (Rupees _____) only as further earnest money payable within 21 days from the date of execution of the agreement for sale. .
3. Rs. _____/- (Rupees _____) only as further earnest money payable within 21 days from the date of execution of the agreement for sale.
4. Rs. _____/- (Rupees _____) only as further earnest money payable within _____.
5. Rs. _____/- (Rupees _____) only as further earnest money payable within _____.
6. Rs. _____/- (Rupees _____) only as further earnest money payable within _____.
7. Rs. _____/- (Rupees _____) only as further earnest money payable on completion of 10th floor casting.
8. Rs. _____/- (Rupees _____) only as further earnest money payable on completion of brick work of the said apartment.
9. Rs. _____/- (Rupees _____) only as further earnest money payable on completion of the roof slab.
10. Rs. _____/- (Rupees _____) only as further earnest money payable on or before possession of the said apartment. (including extra charges without GST)

** TDS if applicable (As per applicable Law)

** GST on Consolidated Price will be applicable (As per applicable Law)

GST on Other Charges will be applicable (As per applicable Law)

SCHEDULE 'D' ABOVE REFERRED TO:-

EXTRAS & DEPOSITS

As per clause 11.2 of the Agreement.

MEMO OF CONSIDERATION

Received by the Promoter above-named, from the Allotee the within mentioned sum of **Rs.** _____/- (**Rupees** _____) **only** inclusive of GST applicable thereon as per memo below :

Sl. No.	Cheque no. / DD no. /RTGS/ NEFT	Date	Drawn on	Amount
1				
2				
			Less: TDS	_____/-
			Total Amount	

PROMOTER

Witness:-

1.

2.

DATE: THE _____ DAY OF _____ 2023

BETWEEN

SOUBHAGYA NIRMAN LLP
(PROMOTER)

AND

(ALLOTEE)

AGREEMENT FOR SALE

FLAT NO. __ ON THE _____ FLOOR
AT HUNGERFORD HOUSE,
AT PRE. NO. 4A PICASSO BITHI,
KOLKATA – 700 017

DSP LAW ASSOCIATES
Advocates
4D NICCO HOUSE
1B & 2 HARE STREET,
KOLKATA – 700001

Soubhagya Nirman LLP


Authorised Signatory / Partner