

THIS AGREEMENT FOR SALE made this the _____ day of _____ 2023 by and
Between

1. **SRI BALAI CHANDRA SADHUKHA (PAN: BAZYPS4889K) (Aadhaar No. 7572 0228 2181)** son of Late Brajo Dulal Sadhukha, by nationality – Indian, by occupation – business, residing at 59, Kalupara Lane, P.O. Dhakuria, P.S. Kasba, Kolkata – 700031, represented by his duly authorized constituted Attorney **SRI ARPAN DUTTA (PAN: ARQPD3478A) (Aadhaar No. 6890 2990 4553)** son of Sri Sambhu Nath Dutta, by occupation – Service, by nationality – Indian, residing at Village Kamrapole (Ramkrishna Polly), P.O. Sarisha, P.S. Diamond Harbour, District: South 24 Parganas, Pin – 743368, by a Registered Power of Attorney dated 15/12/2021 being Deed No. 160103570 of 2021, Book No. 1, Volume No. 1601-2021, Page from 185696 to 185721 registered at D.S.R.-1, South 24 Parganas, West Bengal, granted in favour of the Promoter and supported by the Board Resolution of the Promoter dated 27/12/2021, hereinafter referred to as the “**OWNER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his executors, administrators, successors-in-interest and permitted assigns of the **FIRST PART**).

AND

2. **M/S. SHIVANGI TOWERS PRIVATE LIMITED (PAN: AAOCS4249J)**, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 14F, Swinhoe Street, P.O. Ballygunge, P.S. Gariahat, Kolkata – 700019, District: South 24 Parganas, represented by its Authorized Signatory **SRI ARPAN DUTTA (PAN: ARQPD3478A) (Aadhaar No. 6890 2990 4553)** son of Sri Sambhu Nath Dutta, by occupation – Service, by nationality – Indian, residing at Village Kamrapole (Ramkrishna Polly), P.O. Sarisha, P.S. Diamond Harbour, District: South 24 Parganas, Pin – 743368, hereinafter referred to as the “**PROMOTER**” (which expression unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

AND

3. (A) _____ (PAN: _____) (Aadhaar No. _____) (Mobile No. +91-_____), son/daughter/wife of _____, by Nationality- Indian, by occupation- _____, residing at _____ **AND (B)** _____ (PAN: _____) (Aadhaar No. _____) (Mobile No. +91-_____), son/daughter/wife of _____, by Nationality- Indian, by occupation- _____, residing at _____, hereinafter referred to as the “**ALLOTTEES**” (which expression unless repugnant to the context or meaning thereof be deemed to

mean and include his/her executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

The Owner, the Promoter and the Allottees shall hereafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- A. The Owner is the absolute and lawful owner of Municipal Premises No.59, Kalupara Lane, P.S. Kasba, Kolkata – 700031, admeasuring 10 Cottahs 1 Chittack 36 sq. ft. described under Schedule – A hereunder written, being the subject matter of Development Agreement.
- B. The Owner and the promoter have entered into a Collaboration Development Agreement dated 15.02.2021 registered as Document No. 160100484 for the year 2021 at the Office of the D.S.R.- I, South 24 Parganas, Alipore. The Owner has acquired such absolute ownership of the said Premises in terms of the Deeds recited in Schedule - A 1 hereunder written.
- C. The said Land is earmarked for the purpose of building a commercial-cum-residential building project comprising of multi-storied apartments, units and the said Project shall be known as **“EXOTICA VILLA”**.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E. The Kolkata Municipal Corporation has granted the sanction to develop the Project vide **Building Permit No. 2013100103 dated 07/08/2013** and such building permit has been revalidated by the Kolkata Municipal Corporation Vide **Building Permit No. 2013100103 dated 01/02/2022** and hereafter the application to the said Authority for commencement of the Work in terms of the sanctioned plan has already been duly submitted.
- F. The Promoter has obtained the final lay out plan, sanctioned plan, specifications and approvals for the Project and also for the apartment building from The Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

- G. The Promoter shall register the Project under the provision of the Act with the **Real-Estate Regulatory Authority at Kolkata.**
- H. The Allottees had applied for an apartment in the Project vide **application dated _____** and has been allotted **Apartment No. _____**, having **Carpet Area of Apartment _____ Sq. Ft., Carpet Area of Balcony _____ Sq. Ft. (Built-up area of Apartment & Balcony _____ Sq. Ft.)** and corresponding to **Super Built-Up Area of Flat & Balcony _____ Sq. Ft. and Private Terrace (If any) Area admeasuring _____ Sq. Ft. more or less on _____ floor in “EXOTICA VILLA”** and of pro-rata share in the common areas (Common Areas) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the Apartment is annexed hereto and marked as Annexure;
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- J. The Promoter may in future develop further phases on the land parcels adjacent to Said Land and reserve the right to share common infrastructure i.e. drive way and other amenities (if any) with such future phase/phases in terms of Rule 10 under the said Act.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters/Owners hereby agree to sell and the Allottees hereby agrees to purchase the Apartment morefully mentioned in Schedule A-2.
- N. The Allottees will be entitled to park one medium size car as a facility and/or benefit attached to the said Apartment at the available car parking space at the ground floor or compound of the said premises as may be attached or identified by the promoter for such purpose.

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 Promoters/Owners agree to sell to the Allottees and the Allottees hereby agrees to purchase, the Apartment, more fully and particularly mentioned in the Schedule "A-2" attached hereto.

1.2 The Total Price payable for the Apartment based on the carpet area including the break up thereof is more fully mentioned in the Schedule-"B-1" attached hereto.

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

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters, by whatever name called) up to the date of handing over the possession of the apartment to the Allottees and the Project to the association of Allottees' or the competent authority, as the case may be, after obtaining the building completion certificate; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottees to the Promoter shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottees;

Provided further that the total price payable for the apartment as per Schedule – "B -1" attached hereto also includes the GST payable by the Allottees, extra charges (Non-Refundable) and Deposits, in respect of the Apartment as per break up shown in the Schedule – "B-2" attached hereto

- (iii) The Promoter shall periodically intimate in writing to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment demanded by the Promoters/Owners within the time and in the manner specified therein. In addition, the Promoters/Owners shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective. Be it noted herein that, if the Allottees fails to honour the demand notice within the specified time, then, the Promoter shall be entitled to charge an interest on the particular due amount, to be calculated @12% (twelve percent) per annum.
 - (iv) The Total Price of Apartment includes recovery of price of land construction not only the apartment but also of the Common Areas, internal development charges, external development charges, taxes cost for providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottees hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost, charges imposed by the competent authorities, the Promoters/Owners shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottees.
- 1.4. The Allottees shall make the payment as per the payment plan set out in Schedule C (Payment Plan).

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments @2% (two percent) per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees by the Promoter/owner.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is affected) in respect of the apartment, without the previous written consent of the Allottees as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act.

1.7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottees after the construction of the Project is complete and the occupancy certificate or completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price is payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoters/Owners shall refund the excess money paid by Allottees within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area of the Apartment, allotted to Allottees, the Promoter may demand that from the Allottees in the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8. Subject to para 9.3 the Promoters/Owners agree and acknowledge, the Allottees shall have the right to the Apartment as mentioned in Schedule-A2:

(i) The Allottees shall have exclusive ownership of the Apartment.

(ii) The Allottees shall also have right to use the Common Areas transferred to the association of Allottees'. Since the share interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas

along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the Promoters/Owners shall hand over the Common Areas to the association of Allottees' after duly obtaining the occupancy certificate or completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the final price of the completed Apartment finished as per specification, morefully mentioned in Schedule D, includes recovery of proportionate price of Said Land underneath the building, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottees has the right to visit the Project site to assess the extent of development of the Project and the Apartment, as the case may be; upon prior intimation and by obtaining gate pass from the promoters place of work.

1.9. It is made clear by the Promoter and the Allottees agrees that the Apartment, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which the Promoter has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by the Promoter from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11. The Allottees has paid a sum of **Rs.** _____/ - (**Rupees** _____ **only**) as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C], as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottees delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through Account Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Promoter payable at Kolkata at the office of the Promoter.

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

- 3.1. The Allottees, if is a 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 amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoters/Owners to fulfill the Promoter's obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall he made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees undertakes and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter shall have no responsibility in regard to matters specified in para 3.1 above. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoters/Owners shall be issuing the payment receipts in favour of the Allottees only.

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

The Allottees authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottees against the Apartment, if any, in his/her name and the Allottees undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottees and the Common Areas to the association of Allottees' subject to the same being formed and registered.

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

The Allottees has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Schedule which has been approved by the Competent Authority. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the byelaws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall be considered as a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT:**

- 7.1. Schedule for handing over possession of the said Apartment - The Promoter agrees and understand that timely delivery of possession of the Apartment to the Allottees and the Common Areas to the Association of Allottees is the essence of the Agreement. The Promote assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 30th June, 2024, unless there is delay or failure due to war, flood, pandemic, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (Force Majeure). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottees agree that the Promoters/Owners shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottees the entire amount received by the Promoters from the allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottees about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottees, the Allottees agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all of their obligations and liabilities under this Agreement.
- 7.2. Procedure for Receiving Possession - The Promoter, upon obtaining the completion certificate from the competent authority shall inform the Allottees about handing over possession of the Apartment, to the Allottees in terms of this Agreement. Be it noted herein that, the handing over and receiving of the possession of the Apartment shall be within 1 (one) months from the date of issue of completion certificate by the competent authority, subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees, after taking possession, agrees to pay the maintenance charges as determined by the Promoters/Association of Allottees', in this case, the liability to pay the maintenance charges, as mentioned herein shall be on the Allottees from the date of issuance of the completion certificate for the Project by the competent authority. The Promoters shall hand over the

photocopy of completion certificate of the Project to the Allottees at the time of registration of sale deed of the Apartment.

7.3. Failure on the part of Allottees to receive Possession of Apartment-upon receiving the written intimation with regard to receive the possession of the Apartment, as to be issued by the Promoter as mentioned in clause 7.2 above, the Allottees shall receive possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/Owners shall handover possession of the Apartment to the Allottees. In case the Allottees fails to receive possession within the time provided herein or agreed otherwise, in such event also the Allottees shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges, as specified in para 7.2.

7.4 Handing over of Relevant Documents- After obtaining the completion certificate or occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees's upon its formation and Registration;

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of Allottees within 30 (thirty) days after formation and registration of such Association.

7.5. Cancellation by Allottees-The Allottees shall have the right to cancel/ withdraw his/her allotment in the Project as provided in the Act: Provided that where the Allottees proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the booking amount paid for the Allotment. The Balance shall be returned by the Promoter to the Allottees, if any, within 45 Days of such cancellation. The booking amount for the purpose of this clause shall mean 10% (ten) of the total price of the Apartment but entire of the GST already deposit with the Government which is not refundable.

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

Except for occurrence of a Force Majeure event, If the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the time as mentioned in clause 7.1 herein or (ii) due to discontinuance of Promoters business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoters/Owners shall be liable, on demand to the Allottees, in case the Allottees wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter/Owner in respect of the Apartment, till date, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due;

Provided that where if the Allottees does not intend to withdraw from the Project, the Promoters/Owners shall pay the Allottees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottees within 45 (forty- five) days of it becoming due.

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

The Promoters/Owners hereby represent and warrant to the Allottees as follows:

- (i) The Owner have absolute, clear and marketable title with respect to the Said Land and the Developer has the requisite authority and rights to carry out development upon the Said Land and the Developer also has absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project. And there are no litigations pending before any Court of law or Authority with respect to the Said Land, Project and/or the Apartment; Further there are no litigations pending before any court of law or before any Authority with respect to the said Land/ Project.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times,

remain to be in compliance with all applicable laws in relation to the Project, Said Land, Building and Apartment and Common Areas till the date of handing over of the Project to the Association of Allottees'.

- (v) The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Apartment which will, in any manner, affect the rights of Allottees under this Agreement;
- (vii) The Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottees;
- (viii) At the time of execution of the sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottees and the Common Areas to the Association of Allottees' once the same being formed and registered;
- (ix) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land
- (x) The Promoters/Owners have 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 Project to the competent Authorities till the completion certificate has been issued by the competent authority, irrespective of the fact that, possession of Apartment along with Common Areas (equipped with all the specifications, amenities and. facilities) has been handed over to the Allottees and the Association of Allottees' or not;
- (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 Said Land) has been received by or served upon the Promoters/Owners in respect of the Said Land and/or the Project.

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

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoters' business as a developer on account of suspension or revocation of the Developer's registration under the provisions of the Act or the rules or regulations made there under.

9.2. In ease of default made by Promoter under the conditions listed above, Allottees is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoters/Owners. If the Allottees stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or
- (ii) The Allottees shall have the option of terminating the Agreement in this case the Promoters/Owners shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice, subject to the fact, that the Allottees shall before receiving the refund of all amounts paid along with prescribed rate of interest, as mentioned above from the Promoter at the Allottees's own costs and expenses, execute all necessary cancellation related documents required by the Promoter ; Provided that where an Allottees does not intend to withdraw from the Project or terminate the Agreement, the Allottees shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for

every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottees within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottees fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of default by Allottees under the condition listed above continues for a period beyond 2 (two) consecutive months after receiving notice from the Promoter in this regard, the Promoter upon giving 30 (thirty) days written notice may cancel the allotment of the Apartment in favour of the Allottees and refund the money paid by the Allottees by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price of the Apartment as per Schedule – B under the Agreement from the Allottees, shall execute and registered sale deed drafted by the Promoters' Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the completion certificate by the competent authority and the completion certificate, as the case may be, to the Allottees.

Provided that in the absence of the local laws the conveyance deed in favour the Allottees shall be carried out by the Promoter within 3 months from the date of issue of Completion Certificate. However, in case the Allottees fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees authorizes the Promoter to withhold registration of the sale deed in his/her favour till payment of stamp duty and registration charges is made by the Allottees and the Allottees shall be bound by all other obligations, as morefully mentioned in clause 7.3 above.

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

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 Allottees, for a maximum period of 1 (one) year upon the issuance of the completion certificate of the Project.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the date of obtaining completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter fails to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoters/maintenance agency/Association of Allottees' shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the Association of Allottees' and/or maintenance agency to enter into the Apartment or any part thereof, after serving due notice and during the normal working hours, unless the circumstances wants otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Service Areas: The service areas, if any, as located within the Exotica Villa (i.e. Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottees' formed by the Allottees and other co-Allottees for rendering maintenance services.

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

15.1. Subject to the clause 12 herein above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost and shall keep the Apartment in

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

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

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

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

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

17. **ADDITIONAL CONSTRUCTIONS:**

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

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

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

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Promoter showing compliance of various laws/ regulations as applicable in the Act.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees signs and delivers this 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 Allottees and secondly, appears for registration of the same before the concerned Registrar as and when intimated by the Promoter. If the Allottees fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be forfeited .

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND:**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES I 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

24.1. The Promoters/Owners may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottees 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 Allottees that exercise of discretion by the Promoter in the case of one Allottees shall not be construed to be a precedent and/or binding on the Promoters/Owners to exercise such discretion in the case of other Allottees.

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

25. **SEVERABILITY:**

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

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

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

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through their authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoter and the Allottees, in after the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES:**

That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Allottees and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall he deemed to have been received by the promoter or the Allottees, as the case may be.

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottees 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.

31. **SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the Allottees in respect of the apartment, prior to the execution and registration of this Agreement for Sale for such apartment, shall not be construed to limit the rights and interests of the Allottees under the Agreement for Sale or under the Act or the rules or the regulations made

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

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996, with amendment made from time to time.

34. **MISCELLANEOUS:**

34.1 It is provided and hereby agreed that the extra charges payable as per Schedule B shall be non-refundable. Extra charge does not include the official Mutation Fee demanded by the Municipal Authority which shall be payable by the Allottees separately.

34.2 The Allottees prior to execution of the Sale Deed, nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the Allottee may do so with the permission of the Promoter subject to payment of administrative charges @ 2% of the Total Price to the Promoter.

34.3 The Allottees agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in Schedule-D and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottees shall not be entitled to raise any claim for such variation or even non-existence as the case may be.

- 34.4 In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank financial institution the Promoter/owner shall act in accordance with the instructions of the bank financial institution in terms of the agreement between the Allottees and the Bank financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter/owner shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank Financial Institution.
- 34.5 In case payment is made by any third party on behalf of Allottees, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottees and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in an manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottees only.
- 34.6 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.7 Allottees hereby gives consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Sale Deed of the Apartment has been executed the Allottees or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire housing complex is concerned the additional FAR shall be achieved only by way of vertical extension over the existing building.
- 34.8 The Possession Date has been accepted by the Allottees. However, if the said Apartment is made ready prior to the Completion Date, the Allottees undertakes and covenants not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations,

having clearly agreed and understood that the payment obligations of the Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan.

- 34.9 The right of the Allottees shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottees shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project or Complex.
- 34.10 In the event of cancellation of allotment The balance amount of money paid by the Allottees (other than Taxes paid by the Allottees and/or stamp duty and registration charges incurred by the Allottees) after deducting of 10% of total value of flat shall be returned by the Promoter to the Allottees without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottees if the current Sale Price is less than the Purchase Price. The Allottees shall prior to receipt of refund on the above account from the Promoters, at their own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- 34.11 If due to any act, default or omission on the part of the Allottees, the Promoter are restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoters' such other rights the Allottees shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoters/Owners.
- 34.12 The Promoter will not entertain any request for modification in the internal layouts of the unit of the Blocks. In case the Allottees desires (with prior written permission of the Promoter) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment.

For this purpose, in only those cases where the Allottees has made full payment according to the terms of payment, at his/her sole discretion, the Promoters/Owners may subject to receipt of full payment allow any Allottees access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of

such Allottees provided that such access will be availed in accordance with such instructions of the Promoters/Owners in writing and that the right of such access may be withdrawn by the Promoters/Owners at any time without assigning any reasons.

34.13 The Allotment is personal and the Allottees shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered sale deed the Allottees shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoters'/Owners' shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

34.14 The cost of maintenance will be paid/borne by the Allottees from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottees.

34.15 It is clarified that the defect liability responsibility of the Promoters/Owners shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Allottees or Allottees's nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoters/Owners to the Allottees ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase/ wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoters/Owners shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottees has been made aware and the Allottees expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the structure which happens due to variation in temperature of more than 20° Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottees it shall be necessary to appoint an expert who

shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

34.16 That on and from the date of possession of the said flat/unit/Apartment;

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

accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottees.

- (f) Use the said flat/unit for residential purpose only.
- (g) Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoters or the Association, upon formation, in writing.
- (h) Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- (i) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- (j) Not to place or cause to be placed any article or object in the common area.
- (k) Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- (l) Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same has been allowed to the Allottees.
- (m) Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the complex, and shall not change the location and/or design of the window and balcony grills (provided by the Promoters) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the Project.
- (n) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Allottees and/or occupiers of the Project.

- (o) Not to keep in the said unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said flat and/or any other flat in the Project.
- (p) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Promoters / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoters/Association may affect the elevation in respect of the exterior walls of the said building.
- (q) Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottees and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking space, if identified , anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- (r) Not to use the car parking space or area or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- (s) Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of sale deed for the said flat / unit in favour of the Allottees.

- (t) Any other covered / enclosed area of the said project "Exotica Villa" for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.
- (u) To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoters and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, To pay for, in case of exclusive use of electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- (v) To ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other co-Allottees.

35.17 It is clearly understood and agreed that the areas reserved or allotted for parking of four wheelers or two wheelers are not being sold or transferred under this Agreement and the Promoter reserves the right to allot the same to the Allottees at the sole discretion of the Promoter.

35. **SPECIAL RIGHTS & BENEFITS RESERVED UNTO THE PROMOTER:**

35.1 It is agreed by the Purchaser that the Promoter reserves unto itself or in favour of its associates or nominees the following various rights and benefits at the said premises and/or the said housing complex notwithstanding the sale of the said unit and/or the undivided share in the portion of land lying beneath the building and common areas to the Purchaser and also notwithstanding the handing over of the maintenance to the association or maintenance company. Such rights and benefits reserved unto the Promoter are fully agreed and consented to by the Purchaser hereby and the Purchaser undertakes not to infringe or object to such rights and benefits reserved unto the Promoter hereunder.

- 35.2 The Promoter reserves the right to make vertical and/or horizontal exploitation of the said premises by constructing upon the existing building and/or by extending the building and/or in the open areas of the roof or the compound without infringing upon the ultimate convenience of the flat purchasers/Allottees and the declared common areas save that in case of vertical construction being undertaken, the 50% demarcated portion of the ultimate roof will be deemed as common and the Purchaser consents and covenants not to raise objection and /or create obstruction on the ground of temporary inconvenience being faced during the course of such construction or exploitation.
- 35.3 In case of any duplex Apartment being built part of the roof terrace would be allotted to the Allottees of such multi-level Apartment to which the Allottees shall not have right to object or to oppose on any ground whatsoever.
- 35.4 Similarly the Allottees shall not make any objection to any Apartment having separate individual open terrace attached thereto being Allottees to any other Allottees
- 35.5 It is further hereby declared and clarified that notwithstanding any separation of the areas as appurtenant to commercial or semi commercial or any entrance doors, paths and passages exclusive for the commercial areas, the Purchaser or occupants of the commercial or semi commercial areas shall be fully entitled to use and enjoy and enter and exit through the paths and passages which might be utilized for the residential portion of the said premises and the Allottees shall not have nor shall put any objection thereto on any ground whatsoever including the ground that the privacy of the residential segment is being transgressed.
- 35.6 The Promoter shall always be entitled to transfer the whole or part of its such special rights and benefits reserved hereunder to any third party in lieu of such consideration and recurring charges as may be decided by the Vendor without any objection from or by the Purchaser or the association or the maintenance company.
- 35.7 All such rights and benefits reserved unto the Promoter shall be treated as the covenants running with the land and at no point of time the Purchaser or the association upon its formation and/or maintenance company shall have any kind of right or objection or to call the same in question in any court of law to which the Purchaser hereby agrees in an unqualified manner.

35.8 It is clearly agreed and understood by the Allottees that the mention of Super- Built-Up Area of the Apartment under the Agreement does not amount to actual area of the same but mainly for the purpose of calculation of the recurring Maintenance Charges and other charges and/or Deposit.

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:

OWNER AT KOLKATA

In the presence of:

1.

2.

SIGNED and DELIVERED by the within named

PROMOTER at KOLKATA

In the presence of:

1.

2.

SIGNED and DELIVERED by the within named

ALLOTTEES at KOLKATA

In the presence of:

1.

2.

SCHEDULE 'A'

(Said Premises)

ALL THAT the piece and parcel of land measuring **10 (Ten) Kathas 01 (One) Chhatak 36 (Thirty Six) Sq. ft. more or less** comprised in and being a **Premises No. 59, Kalupara Lane, Kolkata – 700 031, Post Office – Dhakuria, Police Station - Kasba, Kolkata 700031, District – South 24 Parganas under Kolkata Municipal Corporation**, bordered in **Red** colour on attached Plan marked **A** and is butted and bounded as follows:

- ON THE NORTH** :By Plot of Mr. Patra premises No. Banerjee Para Lane, Dhakuria, P.S. Kasba, Kolkata – 700 031.
- ON THE SOUTH** :By K.M.C. Road
- ON THE EAST** :By “Exclusive Mansion” Premises No. 59/C, Kalupara Lane, P.S. Kasba, Kolkata – 700 031
- ON THE WEST** :By Residence of Mr. Patra.

SCHEDULE 'A- 1'

(Details of Ownership of the Said Land)

1. **WHEREAS** by virtue of a Deed of Partition in the office of the D.S.R. Alipore and recorded in Book No. 1, Volume No. 86, Pages 102 to 109, being no. 2679 for the year 1973 the owner herein namely Balai Chandra Sadhukhan along with his mother Indumati Sadhukhan became joint owners and possessors of **ALL THAT** Mourashi Mokarary Land admeasuring more or less 4 cottahs 12 chittacks 35 square feet lying and situated at premises no. 59A, Kalupara Lane, P.O. Dhakuria, P.S. Kasba, Kolkata – 700031.

2. **AND WHEREAS** by the same Deed of Partition one Dasharathi Sadhukhan, son of Haricharan Sadhukhan also got 4 cottahs 12 chittacks 27 square feet of land with a common passage on the Eastern side lying and situated being premises no. 59, Kalupara Lane, P.O. – Dhakuria, P.S. Kasba, District- South 24 Parganas, Kolkata – 700031.

3. **AND WHEREAS** in course of peaceful enjoyment, occupation and possession of the said 4 cottahs 12 chittacks 27 square feet of land with a common passage on the Eastern Side, the said Dasharathi Sadhukhan died intestate on 29th day of September, 1974 leaving behind his widow Smt.

Gouri Sadhukhan, only son Amal Kumar Sadhukhan and two married daughter Sandhya Rani Mal, wife of Sri Madhusudan Mal and Renuka Sadhukhan, wife of Sri Nemai Chandra Sadhukhan, as his legal heirs heiresses and successors in respect of his estate.

4. **AND WHEREAS** by a Deed of Gift dated 1st day of August, 2003 duly registered in the office of the Additional Registrar of Assurance, Kolkata and recorded in Book No. 1, being no. 3229 for the year 2003, the said Gouri Sadhukhan, Sandhya Rani Mal and Renuka Sadhukhan transferred their undivided 3/4th share and/or interest of the said 4 cottahs 12 chittackhs 27 square feet of land with common passage in the Eastern side situated at premises no. 59, Kalupara Lane, P.O. – Dhakuria, P.S. Kasba, Kolkata – 700031 unto and in favour of the said Amal Kumar Sadhukhan.

5. **AND WHEREAS** by virtue of the said Deed of Gift Amal Kumar Sadhukhan became the sole owner and possessor of the said plot of land measuring 4 cottahs 12 chittackhs 27 square feet of land with common passage in the Eastern side situated at premises no. 59, Kalupara Lane, P.O. – Dhakuria, P.S. Kasba, Kolkata – 700031.

6. **AND WHEREAS** by a Deed of Conveyance registered with the DSR-II South 24 Parganas, Alipore and recorded in Book No. 1, C.D. Volume No. 17, Pages from 3543 to 3562, being no. 09026 for the year 2010, the said Amal Kumar Sadhukhan sold, transferred and conveyed premises no. 59, Kalupara Lane, Kolkata – 700031 admeasuring 4 cottahs 12 chittackhs 27 square feet of land with common passage to the said Indumati Sadhukhan and Balai Chandra Sadhukhan for a valuable consideration.

7. **AND WHEREAS** the then Owners Indumati Sadhukhan and Balai Chandra Sadhukhan amalgamated the premises no. 59, Kalupara Lane with premises no. 59A, Kalupara Lane, Kolkata – 700031 in recorded of K.M.C. along with the said private passage in the records of the K.M.C. so as to form a single premises admeasuring 10 cotthas 1 chitack 36 square feet which was known and numbered as 59, Kalupara Lane, P.O. Dhakuria, P.S. Kasba, Kolkata – 700031.

SCHEDULE 'A-2'

(Said Apartment)

Residential Apartment/Unit No. _____ on the _____ floor, having Carpet Area of Apartment _____ Sq. Ft., Carpet Area of Balcony _____ Sq. Ft. (Built-up area of Apartment & Balcony _____ Sq.

Ft.) and corresponding to Super Built-Up Area of Flat & Balcony _____ Sq. Ft. and Private Terrace Area admeasuring _____ Sq. Ft. more or less, demarcated in colour RED on Plan marked B attached, comprised in the building named "EXOTICA VILLA", constructed on Said Premises, described in the Schedule - A above together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in Schedule-E, of the Project .

SCHEDULE 'B-1'
(Total Consideration)

Price for the Apartment of Rs _____/- (Rupees _____ only)

SCHEDULE 'B-2'
(Part- I)
[Deposits]

1. **Interest free Refundable Deposits** (to be refunded after adjustment of dues, if any):
 - (i) **A)** Common Expenses Deposit – Rs. 25000/- (Rupees Twenty-Five Thousand Only).
B) Corporation Tax Deposit – Rs. 25000/- (Twenty-Five Thousand only).
 - (ii) These deposits shall be refunded to the Association after necessary deduction/adjustments if any, of dues of the Allotee.

PART - II
["Extra Charges" (Non-Refundable)]

1. Electricity and cabling charges – Rs. 100000/- (Rupees One Lakh only) for 3 BHK and Rs. 120000/- (Rupees One Lakh Twenty Thousand only) for 4 BHK.
2. Individual CESC meter deposit and costs - at actuals.
3. Costs and charges for formation of the Holding Organisation – Rs. 9000/- (Rupees Nine thousand only) for 3BHK / Rs. 11000/- (Rupees Eleven Thousand only) for 4 BHK per Apartment.

4. Costs, charges and expenses for installation of the sub-meter and security deposit - at actuals.
5. Generator charges for limited back up to an Apartment- at the rate of Rs. 30000/- (Rupees Thirty Thousand only) per KVA, with the KVA being as per the following 2 (two) options:

3 (Three) bedrooms with hall and kitchen -3 (Three) KVA;
4 (Four) bedrooms with hall and kitchen – 4 (Four) KVA.
6. Charges for carrying out the procedure for mutation of the name of the Allottee in respect of the Said Apartment in the records of the Kolkata Municipal Corporation – Rs. 20000/- (Rupees Twenty Thousand only) for 3 BHK / Rs. 25000/- (Rupees Twenty-Five Thousand only) for 4 BHK. Mutation Fees, if any, levied and/or charged by the Municipal Corporation, shall be payable by the Allottee without the Developer being liable to pay any such fees in any manner whatsoever.
7. All betterment fees, development charges etc. taxes and other levies, charges etc. imposed by the government and/or by any other Governmental Authority(ies) and/or by any statutory/quasi-statutory authorities/bodies in respect of the Said Premises and/or the Project and/or the Building and/or the Said Apartment And Properties Appurtenant Thereto, which shall be payable proportionately in respect of the Said Premises and the Project and the Building, and wholly in respect of the Said Apartment and the Vehicle Parking Space.
8. Proportionate share of any additional facility or amenity provided for in/at the Building and/or the Said Premises for the benefit of all the Apartment Holders including the Allottee, as may be determined entirely and at the sole and absolute discretion of the Developer, and the Purchaser hereby consent(s) to the same.
9. Charges, costs and expenses for: (i) carrying out any additional work in or at or relating to the Said Apartment; and/or (ii) providing any additional facilities and/or utilities at the Said Apartment, each as requested in writing by the Allottee and accepted by the Developer.
10. Legal charges of the Advocate - Rs. 25000/- (Rupees Twenty-Five Thousand only) for 3 BHK / Rs. 30000/- (Rupees Thirty Thousand only) for 4 BHK.
11. Documentation Charges - Rs. 5000/- (Rupees Five Thousand only) for 3 BHK / Rs. 7000/- (Rupees Seven Thousand only) for 4 BHK excluding stamp duty, registration fees and miscellaneous costs and expenses associated with registration, as applicable, on the date of registration and as advised by the Developer.
12. Charges levied under Rule 25 of the Kolkata Municipal Corporation Act, 1980, and/or any equivalent statutory provision - as may be determined by the Developer subject to a maximum sum of Rs. 100000/- (Rupees One Lakh only), and the Purchaser hereby consent(s) to the same.

The amounts to be determined at "actuals" shall be such as shall be certified by the Developer, and the Purchaser agree(s) to accept the same.

SCHEDULE 'C'
(Payments Plan)

MILESTONE FOR PAYMENT	% OF TOTAL CONSIDERATION	AMOUNT (RS.) (Including G.S.T)
On Application/Booking		
On or before Execution of the Sale Agreement	10% (Less the Booking Amount)	
On or before Completion of Foundation	20%	
On or before completion of the Ground floor of the building	15%	
On or before casting of the 1 st floor of the building	10%	
On or before casting of the 2 nd floor of the building	10%	
On or before casting of the 3 rd floor of the building	10%	
On or before casting of the 4 th floor of the building	10%	
On or before casting of the 5 th floor of the building	10%	
On or before hand over Possession for Fit outs/ Interior works or registration of the conveyance deed, whichever be earlier	5%	
TOTAL	100%	

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

SCHEDULE 'D'
(SPECIFICATIONS)

Doors & Windows-

Good quality flush doors,
Anodized or Powder coated aluminium windows with clear glass

Floor

Bedroom/Living/Dining/Balcony - Vitrified tiles

Electrical-

Concealed copper wiring of ISI brand,
Switches of reputed brand
15-amp power point
Adequate electrical points

Toilet-

Floor – Anti- Skid Ceramic
Walls – Ceramic tiles upto door height
Hot & Cold lines in the shower of a reputed brand

Finishing-

External – High quality paint with beautiful elevation
Internal – Plaster of Paris

Kitchen-

Granite counter, Stainless steel sink with tap,
Tiles upto 2 feet above granite counter

Others-

24 HRS Security
Generator, Intercom Facility, CCTV Camera surveillance,
Elevator of reputed make,

SCHEDULE 'E'
(COMMON AREAS, AMENITIES & FACILITIES)
(FOR THE PROJECT)

1. The foundation columns beams supports corridors lobbies stairs, stairways landings entrances exists and pathways driveways,
2. Drains and sewers from the premises to the municipal duct,
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises,
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises,
5. Boundary walls of the premises including outer side of the walls of the building and main gates,
6. Water pump and motor with installation and room therefore,
7. Overhead tanks and underground water reservoirs, water pipes and other common plumbing installations,
8. Electrical wiring, meters and fittings and fixtures for lighting the staircase, lobby, and other common areas (excluding those as are stalled for any particular unit) and spaces required therefore,
9. Windows/Doors and other fittings of the common area of the premises,
10. Generator, its installations and its allied accessories,

11. Lifts and its accessories, installations and spaces required therefore,
12. Such other common parts areas equipment's installations fixtures fittings covered and open space in or about the said premises and/or the building as are necessary for passage to use and occupancy of the units and as are specified by the Owners/Developers expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Vendor for different purposes.

MEMO OF CONSIDERATION

Received from the within named Allottees the below mentioned sum in the manner as mentioned below.

SL. NO.	Date	Cheque No.	Bank Name	Amount (Rs.)
1.				
2.				
3.				
4.				
	TOTAL RS.			

(Rupees _____ Only)

AUTHORIZED SIGNATORY
[Promoter]

Witnesses:

1.

2.