

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE executed on this _____ day of _____, 2023.

BY AND BETWEEN

1) AYAN MUKHERJEE (PAN:AKTPM3652P) (ph-), son of Late Sobhan Lal Mukherjee, by faith – Hindu, by Occupation - business, residing at KrineVista, Flat No. 5A, Ananda Nagar Bye Lane – 3, Opposite Anil Plaza, G.S. Road, Christian Basti, Dispur, P.O. Dispur, P.S. Bhangagarh, Aasam– 781005, **2) MARAMI BARUA** (PAN –BFPPB0355A) (Ph-.....) daughter of Late Sobhanlal Mukherjee, by faith – Hindu, by Occupation _ Housewife, residing at 97, R.G. Barua Road, Manik Nagar, Dispur, P.O. Dispur, P.S. Dispur, Aasam – 781005, **3) MIRA CHATTERJEE** (PAN – ANWPC0281A) (Ph-), wife of Late Amiyo Bushan Chatterjee and daughter of Late Labanya Lal Mukherjee, by faith – Hindu, by Occupation _ Housewife, residing at P- 26, Gariahat Road, P.O. Gariahat, P.S. Gariahat, Kolkata – 700029, **4) MINA BANERJEE** (PAN – AODPB8378M) (Ph-), wife of Late Gopal Kumar Banerjee and daughter of Late Labanya Lal Mukherjee, by faith – Hindu, by Occupation - Housewife, residing at Flat No. 303, Aneesh Avenue, Ambedkar Nagar, Miyapur, K.V. Ranga Reddy, Telangana- 500049, hereinafter collectively referred to and called as the “**OWNERS**” (Which expression shall unless excluded by or repugnant to the context be deemed to mean their each and respective heirs, executors, legal representatives, successors, administrators and assigns), hereinafter referred to as the “**OWNERS**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors administrators, legal representatives and assigns) of the **First Part**.

S.N. REALTY
Sudip Partner - Prosh Partner

AND

M/s **S N REALTY**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 1/429, Gariahat Road (South), Kolkata-700068 (PAN.....), represented by its authorized Partner (hereinafter referred to as the "**Promoter**", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successor or successors-in-interest and/or assigns) of the **SECOND PART**

AND

[If the Allottee is a company]

....., (CIN no.....) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at....., (PAN.....),

represented by its authorized signatory, duly authorized vide board resolution dated, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at (PAN.....), represented by its authorized partner,....., authorized vide dated, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms.....(PAN.....), son / daughter of....., aged about....., residing at, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr....., (PAN.....) son of aged about.....for self and as the Karta of the Hindu Joint Mitakshara Family known as..... HUF, having its place of business / residence at....., hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

of the **THIRD PART:**

[Please insert details of other allottee(s), in case of more than one allottee]

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

I. **Definitions**—In this Agreement, the following terms shall have the following meanings assigned to them hereinbelow, unless the context otherwise requires thereunder :

- (a) "**Act**" means The Real Estate (Regulation and Development) Act, 2016;
- (b) "**Allotted Apartment**" shall mean the Flat, Exclusive Balcony/Verandah, open terrace/sky terrace, servant quarter and Car Parking Space for parking of motor cars at the Car Parking Space all morefully and particularly mentioned and described in the **Second Schedule** hereunder written;
- (c) "**Allottee**" shall mean one or more Allottees named above and include:
 - (i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
 - (ii) in case of a Hindu Undivided Family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
 - (iii) in case of a partnership firm, its partners for the time being, their respective heirs, executors, administrators, legal representatives or successors as the case may be and/or permitted assigns;
 - (iv) in case of a Company, its successors or successors-in-interest and/or permitted assigns;

(v) in cases not falling within any of the above categories, the constituent of the Allottee as his/her/their nature and character permits and its/their respective successors and/or permitted assigns.

(d) **“Apartment Acquirers”** shall mean persons who acquire apartments in the Project;

(e) **“Applicable Interest Rates”** shall mean the rate of interest prescribed under the Act or the Rules framed thereunder from time to time;

(f) **“Applicable Law”** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Government Authority or persons acting under the authority of any Government and/or of statutory authority in India, whether in effect on the date of this Agreement or thereafter;

(g) **“Association”** shall mean an association or society or like body of the Apartments Acquirers to be formed by the Apartment Acquirers and/or the Promoter as per the Act;

(h) **“Building”** shall mean the building comprising ground floor and three upper floors and wherever the context so permits or intends shall also include the Car Parking Spaces and shop space in the Premises and the Building thereat;

(i) **“Building Plan”** shall mean the plan sanctioned by the Kolkata Municipal Corporation for construction of ground plus three storied residential-cum-commercial building at the said Premises vide Building Permit No. dated issued by the Kolkata Municipal Corporation and the revised building plan that will be submitted under of the K.M.C. Building Rules, 2009 to the Kolkata Municipal Corporation and shall include any other revised building plan or plans as may be necessary and/or required from time to time as per the recommendation of the Architect subject to compliance of the Act and Rules;

(j) **“Car Parking Spaces”** shall mean covered areas at the ground floor of the building of the Premises and shall include mechanical multi-level car parking spaces at such areas (if required).

(k) **“Carpet Area”** shall mean the net usable floor area of the Flat including the area covered by the internal partition walls of the Unit but shall exclude the

area covered by external walls, areas under service shafts, exclusive balcony/verandah and open terrace/sky terrace;

(l) **“Common Areas”** shall mean collectively the areas, facilities and amenities as specified in **Part-I** of the **Fourth Schedule** hereunder written for common use and enjoyment of the Apartment Acquirers and other occupiers, if any, of the Apartments;

(m) **“Common Expenses”** shall mean and include all expenses for the Common Purposes briefly described and without limitation in the **Fifth Schedule** hereunder written and proportionate share whereof to be borne, paid and contributed by the Allottee;

(n) **“Common House Rules”** shall mean the rules and regulations specified in the **Seventh Schedule** hereunder written to be observed by the Apartment Acquirers and other occupiers, if any, of the Apartments for the common, peaceful, effective and harmonious use and enjoyment of the Project.

(o) **“Common Purposes”** shall mean and include (a) maintenance and administration of the Project and in particular the Common Areas, (b) rendition of common services in common to the Apartment Acquirers and other occupiers, if any, of the Apartments, (c) collection and disbursement of Common Expenses and (d) dealing with matters of common interest of the Apartment Acquirers and other occupiers, if any, of the Apartments and their mutual rights and obligations;

(p) **“Force Majeure”** shall have the meaning meant to in the said Act;

(q) **“Maintenance In-charge”** shall, until formation of the Association, mean the Promoter and/or its appointed one or more agencies or nominees to look after the maintenance and administration of the Project and other Common Purposes and upon its formation mean the Association;

(r) **“Net Carpet Area”** shall mean sum of the carpet area of the Flat and the Exclusive Balcony/Verandah and 50% of the area of open terrace/sky terrace;

(s) **“Premises”** shall mean premises no: P-411/26, Hemanta Mukhopadhyay Sarani, Kolkata- 700029, P.S- Gariahat fully described in the **First Schedule** hereunder written;

(t) **“Project”** shall mean the said Premises with Building thereon and include the Common Areas thereof;

- (u) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules 2021;
- (v) "**Regulations**" means the Regulations made under The Real Estate (Regulation and Development) Act, 2016;
- (w) "**Section**" means a section of the Act.

WHEREAS:

The Governor of the State of West Bengal by a registered Indenture dated 11.04.1951 sold, conveyed and transferred to one Sreematee Ila Home wife of Sri Amal Home for the total consideration of Rs. 20,362/-, all that revenue free land known as Plot No. 26 and containing by measurements 4 Cottahs 1 Chittacks 7 Sq. Ft. be the same a little more or less situating lying at and formed out of old Municipal Premises No. 46/2, Gariahat Road comprised in Revenue Holding No.297 in sub- division P – Division VI, Mouza – Panchannogram, Thana – Ballygunge of C.I.T Scheme XLVII (Gariahat Road), wherein the said purchaser paid the sum of Rs. 6,788/- to the Governor of the State of West Bengal on or before execution of these presents with the promise to pay the further sum of Rs. 13,574/- within 12 year from the date fixed by the joint secretary of the Govt. of West Bengal on the terms and conditions and subject to the security furnished by purchaser in favour of the Govt. of West Bengal as mentioned in the mortgage to be executed by the Purchaser in favour of the Governor of the State of West Bengal i.e. the Vendor mentioned therein bearing even date immediately after the execution of these Indenture and the said deed was registered in the office of the sub-registrar at Sealdah and entered into Book No. I, Volume No. 24, from pages 1 to 5 being No. 988 for the year 1951.

AND WHEREAS by a Conveyance dated the 16th August 1955, the said Smt. Ila Home absolutely sold conveyed and transferred and assigned the said messuages tenements lands hereditaments measuring about 4 Cottahs 1 Chittacks 7 sq. ft. more or less and Premises No.411/26, C.I.T. Scheme XLVII in Street No.6, Ward No.63 of the Corporation of Calcutta comprised in Revenue Holding No.297 in Sub Division P, Division VI in Mouza Panchannagram, Thana – Ballygunge (hereinafter referred to as **SAID LAND** and morefully and particularly mentioned in **SCHEDULE "A"** hereunder written) to one Labanya Lal Mukherjee free from all encumbrances, charges, liens, lis-pendens, attachments and adverse claims but subject to the said Mortgage dated the 11th April, 1951 for the sum of Rs.16,272-7-8 including the amount of Rs.14,331.14 being the mortgage amount together with the interest to be paid to the Governor of the State of West Bengal by the vendor herein under the terms and conditions mentioned in the deed and the said deed was registered in the office of Sub Registrar at Sealdah and copied in Book-I, Vol-39, pages – 162 to 171 , Being no- 1929 for the year 1955.

AND WHEREAS the said Labanya Lal Mukherjee has paid off the said sum of Rs.14,331.14 so owing upon the security of the said recited Indenture of Mortgage dated 11.04.1951 and upon receipt of the said mortgaged amount the Governor of the State of West Bengal executed and registered a Deed of Reconveyance on 13.02.1956 wherein release, reconvey and reassure unto the said Labanya Lal Mukherjee the said land and the said deed was registered in the office of Sub Registrar and entered in Book No.I, Volume No.2, Pages 50 to 55, Being No.372 for the year 1956.

AND WHEREAS the said Labanya Lal Mukherjee has recorded his name in the records of Corporation of Calcutta (now Kolkata Municipal Corporation) as a recorded owner of Premises No.P-411/26, Hemanta Mukhopadhyay Sarani, Kolkata 700 029 and now assessed under Assessee No.110860400054 and has been paying the relevant taxes before the said municipal authority.

AND WHEREAS the said Labanya Lal Mukherjee died intestate on 15.05.1979 and prior to his death he published his Last Will and Testament dated 06.08.1976 i.e. 22nd Shrawan, 1383 in respect of the said property along with other assets morefully mentioned under the said Will and bequeathed the said property in favour of his two sons namely Shovan Lal Mukherjee and Mohan Lal Mukherjee and has created life time right to residence in favour of his four daughters namely Aparna Devi (Banerjee) (since deceased), Smt. Dhira Devi (Nayak) (since deceased), Smt. Mira Devi (Chatterjee) and Smt. Mina Devi (Banerjee) in respect of a room for each person and it was also declared under the said WILL that after the death of his four daughters, his two sons will be entitled to absolute right upon the said property.

AND WHEREAS the said Labanya Lal Mukherjee had elder daughter named as Prativa Devi who and his husband Manick Chakraborty both died prior to the execution of the WILL Labanya Lal Mukherjee and under the said WILL no right and/or interest upon the said property has been created by her deceased father.

AND WHEREAS the said Labanya Lal Mukherjee died testate on 15.05.1979 (whose wife Smt. Anupama Devi predeceased on 16.06.1976) and after his demise the Executor Mohanlal Mukherjee applied for grant of probate of the said Will and Testament before the Hon'ble High Court at Calcutta under Probate Case No.218 of 1979 and accordingly the certificate of probate was granted on 25.01.1980 by the Hon'ble Court.

AND WHEREAS in terms of the said Will of Labanya Lal Mukherjee and grant of Certificate of Probate, the said Sri Shovan Lal Mukherjee (since deceased) and Sri Mohan Lal Mukherjee (since deceased) became the joint owners of the said property each having undivided $\frac{1}{2}$ share and four daughters namely Smt. Aparna Devi (Banerjee) (since deceased), Smt. Dhira Devi (Nayak) (since deceased), Smt.

Mira Devi (Chatterjee) and Smt. Mina Devi (Banerjee) got the right of residence upon the said property.

AND WHEREAS the said Sri Mohan Lal Mukherjee died bachelor on 24.11.2009 and his elder sister Smt Prativa Devi predeceased to him and other two sisters namely Smt. Aparna Banerjee predeceased on 17.07.2009 and Smt. Dhira Nayak predeceased on 14.07.2009 and his younger brother Sri Shovan Lal Mukherjee predeceased on 09.09.1997 and thus as per the provision of the Hindu Succession Act. the undivided $\frac{1}{2}$ share of deceased Mohan Lal Mukherjee devolved upon his two living sisters Smt. Mira Chatterjee and Smt. Mina Banerjee each having undivided $\frac{1}{4}$ th share in the said property.

AND WHEREAS the said Sri Shovan Lal Mukherjee died intestate on 09.09.1997 leaving behind his wife Smt. Rekha Mukherjee, one son namely Sri Ayan Mukherjee and one daughter Smt. Marami Barua as his legal heirs and successors of his undivided $\frac{1}{2}$ share in the said property each having undivided $\frac{1}{3}$ rd share and thereafter the said Smt. Rekha Mukherjee died intestate on 12.01.2011 leaving behind her son and daughter as her legal heirs of her undivided share in the said property and thus the said Sri Ayan Mukherjee and Smt. Marami Barua became the joint owner of undivided $\frac{1}{2}$ share in the said property.

AND WHEREAS in the manner aforesaid **Sri Ayan Mukherjee, Smt. Marami Barua, Smt. Mira Chatterjee and Smt. Mina Banerjee**, the Landowners herein became the joint owners of the property left behind Late Labanya Lal Mukherjee mentioned in **SCHEDULE - "A"** hereunder written and have decided to develop by all means to make it proper as may be required for the purpose of commercial exploit the same and develop the said land into residential and commercial buildings, tenements etc. on the said land in accordance to the building plan to be sanctioned by Kolkata Municipal Corporation (hereinafter referred to as "KMC").

AND WHEREAS the said owners having lack of experience and paucity of funds to commercially exploit the said land as stated above approached the developer herein with the intention to entrust them with the work of development of the said land by all means.

AND WHEREAS the primary object of the Developer is to carry on the business of construction and development of real estate and it has requisite infrastructure and expert man power in this area. The Owners, coming to know of the background of the Developer, approached the Developer and requested the Developer to take up the work of development of the said land.

A. The said premises has been earmarked for the purpose of building a multi-storied residential project comprising a apartment and the said project shall be known as **“SERENITY HEIGHTS”**.

Plan for construction of a ground plus three upper storied Buildings at the said Premises, the Building Plans have been sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2023080042 dated 28.07.23 A revised building plan will be submitted under Rule of the K.M.C. Building Rules, 2009 to the Kolkata Municipal Corporation. The aforesaid revised building plans shall be incorporated in the Completion Plans under Rule (2) of the said Rules.

B. The Promoter is fully competent to enter into this Agreement and undertake all the legal formalities with respect to the right title and interest of the Promoter regarding the said Premises on which Project is under construction.

C. The Kolkata Municipal Corporation has granted the commencement certificate to the Promoter to develop the said Premises vide Building Permit No. 2023080042 dated 28.07.23.

The Promoter has commenced the construction of the building in accordance with the Building Plans sanctioned by the Kolkata Municipal Corporation on and accordingly the Notice for Commencement has been filed to the Kolkata Municipal Corporation on

D. The Promoter has obtained the building plans sanctioned from the Kolkata Municipal Corporation on 28.07.23 and subsequently the Promoter shall submit the revised building plans under Rule of the K.M.C. Building Rules, 2009 on The Promoter agrees and undertakes that it shall not make any further changes except in strict compliance with Section 14 of the Act and other laws as applicable thereto and in accordance with the provisions of this Agreement.

E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no..... ; on under registration

F. The Allottee has applied for purchase of the Allotted Apartment vide application dated and has been allotted the Flat No. in the

building having carpet area of square feet on the Floor, Exclusive Balcony/Verandah having carpet area of Square feet, open terrace/sky terrace having carpet area of Square Feet and chargeable area is 50% thereof, i.e. Square Feet, aggregating to Square feet carpet area in the Building along with right of parking of (.....) cars in the ground floor, all more fully and particularly mentioned and described above and also in the Second Schedule hereunder written and of pro rata share in the land and the Common Areas of the Project.

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. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Premises, the Sanctioned Building Plan, Revised Building Plans submitted/to be submitted under Rule Of the K.M.C. Building Rules, 2009 to the Kolkata Municipal Corporation and of such other documents as are specified under the Act.

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 and 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 Allotted Apartment with pro rata undivided share in the land and Common Areas.

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:

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 Allotted Apartment with pro rata undivided share in the land and Common Areas. The Total Price for the [Apartment/Plot] based on the carpet area is Rs.....(Rupees.....only ("**Total Price**") (Give break up and description):

Apartment No., and Floor	Rate of Apartment/Flat per square foot of carpet area: Rs./-
Carpet Area: Flat- Sq. Ft., Exclusive Balcony- Sq. Ft. and Open Terrace- Sq. Ft. Servant Quarter – Sq. Ft.	
Cost of Apartment/Flat	Rs./-
Cost of Exclusive Balcony/ Verandah Area	Rs./-
Cost of Open Terrace and/or Sky Terrace chargeable on 50% of the area thereof.	Rs./-
Cost of one Covered Car Parking space.	Rs./-
Total	Rs./-

Explanation of Total Price:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Allotted Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:

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

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause 1.2 and its sub-clauses hereinabove and the Allottee shall make payment of the same upon the same being demanded by the Promoter within the time and in the manner specified therein. In addition thereto, the Promoter shall also 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 [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) garage(s)/closed parking(s) as provided in the Agreement.

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

The Allottee(s) shall make the payment as per the payment plan set out in Third Schedule ("Payment Plan").

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

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

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to clause 9.3 herein, the Promoter agrees and acknowledges, that the Allottee shall have the following rights to the Allotted Apartment:

- (i) The Allottee shall have exclusive ownership of the Allotted Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Apartment Acquirers, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of allottees immediately upon the formation and registration of the Association of Allottees after duly obtaining Completion Certificate from the Competent Authority as provided in the Act.
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common

Areas, internal development charges, external development charges, taxes, cost of providing electric wiring in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the Allotted Apartment and the Car Parking Space shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Premises 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 the Common Areas and Facilities as mentioned in Part-I of the Third Schedule hereunder written shall be available only for use and enjoyment of the Apartment Acquirers. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely..... shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Promoter agrees to pay all outgoings before transferring the physical possession of the Allotted Apartment to the Allottee, which it has collected from the Allottee for the payment of outgoings (including municipal or other local taxes, charges for water or electricity and maintenance charges). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee before transferring the Allotted Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs./- (Rupees only) being the part payment towards the consideration for the Allotted Apartment and Rs...../- (Rupees only) towards Goods and Service Taxes, aggregating to. Rs. /- (Rupees only) until or at the time of execution of this agreement (the receipt of which the Promoter hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the Allotted Apartment and car parking space as prescribed in the Payment Plan

mentioned in the Eighth Schedule hereunder written 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 applicable interest rates.

2. **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by the relevant applicable construction milestones, the Allottee shall make payments within 15 days of receiving written demand from the Promoter upon the Promoter reaching each milestone stipulated in the Payment Plan through A/C Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favour of "S.N. REALTY" or any other Account" as may be demanded by the Promoter and payable at Kolkata.

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

The Allottee, if he/she is a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modifications 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 permissions, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her 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.

The Promoter accepts no responsibility in regard to matters specified in clause 3.1 hereinabove. The Allottee shall keep the Promoter fully indemnified and harmless with regard to the matters referred in clause 3.1 hereinabove. In case 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 of the Allottee and such third party shall not have any right in the Allotted Apartment applied for herein in any way and the Promoter shall be issuing the payment receipt in favour of the Allottee only.

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

5. TIME IS ESSENCE: The Promoter shall abide by the time schedule for completing the Project as to be disclosed at the time of registration of the Project with the Authority and towards handing over the Allotted Apartment to the Allottee and common areas to the Association of the Apartment Acquirers and the Allottee shall abide by the time schedule for payment in the manner as stated in the Eighth Schedule hereunder written.

6. CONSTRUCTION OF THE PROJECT/APARTMENT: The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Allotted Apartment and has accepted the floor plan, payment plan and the specifications, amenities and facilities (stated in **Part-I** and **Part-II** of the **Third Schedule** hereunder written) 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 plan, floor plan 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/or the

revised plans revised under Rule of the K.M.C. Building Rules, 2009, and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the Kolkata Municipal Corporation Building Rules, 2009 and shall not have an option to make any variation/alteration/modification in such plans, except in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE ALLOTTED APARTMENT:

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

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

Promoter on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of Allotted Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession within the period mentioned in such intimation take possession of the Allotted Apartment from the Promoter by making payment of the balance amount of Total Price including the Extras and Deposits, by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Allotted Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee: After handing over physical possession of the Allotted Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas to the Association within 30 days after operationalization of the Association and handing over the Project to the Association, whichever be later.

Cancellation by the Allottee: - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in

accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Premises. The Promoter has requisite rights to carry out development upon the said Premises and has absolute, actual, physical and legal possession of the said Premises for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Premises.
- (iii) There are no encumbrances upon the said Premises and also upon the Allotted Apartment.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Premises and Allotted 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 Premises, Allotted 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 and interest of the Allottee created herein, may prejudicially be affected.
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or

party with respect to the said Premises including the Project and the Allotted Apartment which will in any manner affect the rights of Allottee under this Agreement;

(vii) The Promoter confirms that it is not restricted in any manner whatsoever from selling the Allotted Apartment to the Allottee in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed upon the receipt of the full consideration of the Allotted Apartment, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Allotted Apartment to the Allottee and the Common Areas to the Association of the Allottees upon the same being registered.

(ix) The Allotted Apartment 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 Allotted Apartment.

(x) The Promoter has duly paid all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the 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 said Premises) has been received by or served upon the Promoter in respect of the said Premises and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default ("**DEFAULT**"), in the following events:

(i) Promoter fails to provide ready to move in possession of the Allotted Apartment to the Allottee within the time period specified in clause 7.1 or fails to complete the Project within the stipulated time to be disclosed at the time of registration of the Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for

which the Completion Certificate has been issued by the Kolkata Municipal Corporation;

(ii) Discontinuation of the Promoter's business as developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

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

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

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

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

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 any of the payments within the due dates

as per the Payment Plan mentioned in the Eighth Schedule 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 Applicable Interest Rate prescribed in the Rules.

(ii) In case of default by the Allottee under the condition listed above continues for a period beyond 1 (one) month after the notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit the Booking amount equal to ten (10) percent of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on deed of cancellation of this agreement. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation. However, may it be clarified that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation and this Agreement shall thereupon stand terminated:

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

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

10. CONVEYANCE OF THE ALLOTTED APARTMENT:

The Promoter, on receipt of Total Price of the Allotted Apartment as per clause 1.2 and sub-clauses 1.2.1. 1.2.2 and 1.2.3 under the Agreement from the Allottee, shall execute a deed of conveyance and convey the title of the Allotted Apartment together with proportionate indivisible share in the land and the Common Areas within the time period as stated in local laws, to the Allottee.

PROVIDED THAT, the deed of conveyance in favour of the Allottee shall be carried out by the Promoter within 1 (one) month from the date of receipt of the full payment. However, in case the Allottee fails to deposit the stamp duty, registration charges and allied and incidental expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold execution and registration of the deed of conveyance in his/her favour till payment of stamp duty, registration charges and allied and incidental expenses to the Promoter is made by the Allottee.

The deed of conveyance shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the deed of conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

11. MAINTENANCE OF THE 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 upon its formation and registration. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned in this agreement. In case the formation of the Association is delayed for no fault of the Promoter, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

12. DEFECT LIABILITY:

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

Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts of omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained by the Association of the Allottees.

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter/maintenance agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/Association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE OF SERVICE AREAS: The service areas, if any, as located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to Electric Meter room, space for DG set, underground water tanks, maintenance and service rooms and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, (other than those earmarked as parking space for the allottee) and the same shall be reserved for use by the Association for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to clause 12 hereinabove, the Allottee shall, after taking possession of the Allotted Apartment, comply with the Common House Rules as mentioned in

Part-II of the **Seventh Schedule** hereunder written and maintain the Allotted Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Allotted Apartment 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 Allotted Apartment and shall keep the Allotted Apartment, its walls and partitions, sewers, drains, pipes 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 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 or façade of the Building or anywhere on the exterior of the Project, or the Common Areas. The Allottee shall also not change the colour scheme of the outer walls of the Building or painting of the exterior side of the windows of the Allotted Apartment or carry out any change in the exterior elevation or design of the Building. Further the Allottee shall not store any hazardous or combustible goods in the Allotted 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 walls of the Allotted Apartment.

15.3 The Allottee shall not change any door or window position of the Allotted Apartment or of the common areas.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electricity load obtained by the Allottee for its apartment from CESC Ltd.

15.4 The Allottee 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 sale of the Allotted Apartment with the

full knowledge of all laws, rules, regulations, notifications applicable to the Project.

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Allotted Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has agreed to take such Allotted Apartment.

20. 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 to the Promoter this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan and the requisite stamp duty, registration fee and allied charges and incidentals to be paid and incurred for registration of this agreement within 30 (thirty) days from the date of receipt by the Allottee and Secondly, appears for registration of the same before the concerned registration office 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 concerned registration office for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee for purchase of the Allotted Apartment shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (less any tax received from the Allottee) shall be returned to the Allottee without any interest or compensation whatsoever.

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

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 Allotted Apartment.

22. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 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.

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 Allottee has to make payment, in common with other Allottee(s)/Apartment Acquirers in the Project or wherever in this agreement the words “proportionate” or “proportionate share” or proportionately” or “pro-rata” are used, the same shall be the proportion which the total carpet area of the Allotted Apartment including those of its appurtenances being balcony/verandah, servant quarter and/or open terrace as the case be bears to the total carpet area of all the Apartments including those of its appurtenances as aforesaid in the Project Provided That for the purpose of calculation of the total carpet area of the Allotted Apartment or any other Apartment in the Project only 50% of the carpet area of the open terrace and/or sky terrace, if attached thereto, shall be taken into consideration inasmuch as the Promoter is charging the Allottee the price for 50% of the carpet area thereof at the same rate as that of the Flat/Apartment.

27. FURTHER ASSURANCES: Both the 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 its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata. 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 Registry Office, Alipore, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

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

30. JOINT ALLOTTEES: That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which for all intents and purposes shall be considered to have been properly served on all the Allottees.

31. SAVINGS: Any application, letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Allotted Apartment, prior to the execution and registration of this Agreement for Sale for Allotted Apartment shall not be construed to limit the rights and interests of the Allottee under this Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

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 of 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 provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Premises)

ALL THAT the revenue free messuages, tenaments, land, hereditaments and premises measuring about 4 Cottahs 1 Chittack 7 sq. ft. more or less with G+I storied residential building (65 yrs old), measuring more or less 1400 sqft on each floor and being the municipal Premises No.P-411/26, Calcutta Improvement Trust Scheme no.XLVII in street no.6, Ward No.63 of the then Corporation of Calcutta (now KMC) formed out Original Plot No.P-411 of Calcutta Improvement Trust Scheme No.XLVII comprised in Revenue Holding No.297 in Sub-Division – P, Division VI in Mouza – Panchanangram, P.S. Ballygunge (now Gariahat), municipal **Premises No. P-411/26, Hemanta Mukhopadhyay Sarani, Kolkata 700 029, ward-86 under Assessee No.110860400054**, within the jurisdiction of Registration Sub-District, Sealdah in the District of 24 Parganas (now South 24 Parganas) being butted and bounded in the manner as under:

NORTH	-	P-411/23/A, Hindusthan Road
SOUTH	-	40' ft. wide Road;
EAST	-	P-25, Gariahat Road
WEST	-	P-27, Gariahat Road

Or Howsoever Otherwise the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(ALLOTTED APARTMENT)

ALL THAT the **Residential Flat** being Flat No. on the ... floor having a carpet area of Square feet more or less Together With its appurtenances

being **Balcony/Verandah** attached thereto having a carpet area of Square feet, Open Terrace and/or Sky Terrace having carpet area of Square feet and chargeable area Square Feet being 50% thereof (all accordingly aggregating to Net Carpet Area of Square feet and total Built-Up Area whereof being Square feet more or less and total super built-up area whereof being Square feet more or less), with floor types tiles in the Building named **“SERENITY HEIGHTS”** at the said **Premises No. P-411/26, Hemanta Mukhopadhyay Sarani, Kolkata 700 029** along with the proportionate undivided share in the land (as described in the First Schedule hereunder written) pertaining to the said Flat together with its appurtenances being the Balcony/Verandah and in the Common Areas and Facilities morefully described in the Part-I of the Third Schedule hereunder written (and the said Flat and the said Balcony/Verandah are shown in the Plan annexed hereto, being **Annexure 'B'** duly bordered thereon in **“Red”** and **“Blue”** respectively **TOGETHER WITH** covered parking space having an area of 135 Square feet for parking of cars for parking of (.....) car being the Car Parking Space Number(s) in the Ground Floor as shown in the plan annexed hereto being **Annexure “C”** duly bordered thereon in **“GREEN”**.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(PAYMENT PLAN OF THE CONSIDERATION FOR ALLOTTED APARTMET)

PAYMENT SCHEDULE

Timeline	Percentage	Consideration Amount in Rs.	GST @ 5%	Total Amount in Rs.
Application Amount which is already received and acknowledged hereto by the Promoter.		2,00,000/-	10,000/-	2,10,000/-
Within 21 days from the date of Application acknowledged hereto by the Promoter.	10%			
On completion of Piling Work of the	10%			

building				
On completion of Ground Floor roof casting of the building	10%			
On completion of 2 nd Floor roof casting of building	10%			
On completion of 3 rd Floor roof casting	10%			
On completion of brick wall of the said flat	10%			
On completion of flooring, electric wiring, bathroom tiles	20%			
On installation of Lifts of the building	10%			
On Notice for Possession	Rest amount			
TOTAL	100%			

THE FOURTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Common Areas and Facilities at and for the Project)

1. Essentials and Amenities:

- a) Lobbies and Staircases and stair head rooms.
- b) Entry and exit main gates.
- c) Four passenger Lift
- d) Boundary walls.

2. Water and Plumbing:

- a) Underground water reservoir and Overhead tanks.
- b) Water pipelines connecting the underground water reservoir with overhead water tank.
- c) Water pipelines from overhead water tank connecting to each apartment.
- d) Water pump for lifting water.

3. Electrical Installations:

- a) Wiring and accessories for lighting of Common Portions.
- b) Electrical Installations for receiving electricity from CESC Limited.

c) Electric meters for ascertaining consumption of power for the common areas, utilities and amenities and for individual apartments to be installed by CESC Ltd.

4. **Common Lighting:** Illumination of compound with proper lighting will be provided. Necessary illumination of all lobbies, staircases and other common areas will be provided.

6. **Drains:**

a) Drains, Sewers and pipelines from each flat to the pits in the Ground Floor and from pits to master trap.

b) Drainage connection from master trap to KMC drain lines.

7. Common Toilets with fittings and fixtures.

10. **Others: Other areas and installations and/or equipment, if any, which may be provided in the building and/or Premises for common-use and enjoyment of the residents.**

PART-II

(Specifications as regards construction of the Allotted Apartment and the Buildings)

1. The building shall be RCC framed structure as per design of our Architect

2. **BRICK WORK :**

a) All external brick work will be generally 10¹/₈" inches thick with good quality brick in cement and mortar (1:6).

b) All internal partition walls shall be 5¹/₃" with sand and cement mortar.

c) Height of all rooms in each flat Between RCC slab should be as per KMC rules.

3. **FLOORING :**

a) All bed rooms, living/dining, verandah, kitchen, passage floor will be 4'x2' vitrified tiles.

b) The skirting will be 5" high.

4. **PLASTERING :**

The building will have ½" thick average sand and cement plaster in all external surface and the internal surface will have ¾" thick sand and cement plaster whereas the ceiling will have sand and cement plaster of ¼" thick .

5. **KITCHEN :**

- a) Front wall of the cooking slab will have 3'-0" high finish with glaze tiles.
 - b) Granite (jeera white)/its equivalent of 6'-0" length. Space for keeping gas cylinder and racks have to be done below the cooking platform.
 - c) One steel sink with one tap, one tap below the sink.
6. **TOILET/W.C. :**
6'-0" high coloured glazed tiles (1'X1'6") on the Walls and 1'X 1" tiles on the floor.
7. **BATH & W.C. COMBINED:**
- a) One white commode with cistern will be provided in the W.C. & toilet both.
 - b) One C.P. shower rose and C.P. tap with hot & cold water line (conceal line G.I./P.V.C. pipe) in both toilet and W.C.
 - c) One basin with water line with tap in toilet and w.c.
 - d) Hot and cold water system in both toilet and w.c.
 - e) Glazed tiles of reputed company.
 - f) Sanitary fittings should be Hindware.
 - g) All taps & fittings to be Jaquar.
8. **WINDOWS :**
Aluminium sliding with grill windows of good quality and painted. All windows will have 3.0 mm smoke glass of good quality.
9. **DOORS :**
- a) Main entrance door to be made of flush door with one side teak ply pasting/laminate.
 - b) Sal wood, frames 4"x2½" (section).
 - c) One 8" long tower bolt from inside.
 - d) One eyehole with fittings.
 - e) One handle from outside/inside.
 - f) 3 nos. oxydised hinges (5").
 - g) Godrej night latch on front doors & a door stopper.
10. **OTHERS DOORS :**
DOORS:
- a) Commercial flash doors to be painted in both sides. (good quality).
 - b) Sal wood frame of adequate thickness (4"x2½")
 - c) One 6" long tower bolt from inside.
 - d) One hasbolt with ring bed room doors.
 - e) One 6" long tower bolt from outside of toilet and kitchen doors.
 - f) All doors should be handle and door stopper.
11. **ELECTRICAL INSTALLATION :**
BED ROOM
- a) Two light points.
 - b) One fan point.

- c) Two 5 amp. Power point
- d) One A.C point in one bed room

LIVING/DINING ROOM:

- a) Three light points.
- b) Two fan points.
- c) 1 nos. of 15 amp power point
- d) 2 nos. 5 amp. Power point
- e) One refrigerator point.

W.C.:

- a) One light point.
- b) exhaust point
- c) One plug point.
- d) One geyser point.

TOILET:

- a) One light point.
- b) One exhaust point
- c) One plug point.
- d) One geyser point.

KITCHEN:

- a) Two light point.
- b) One exhaust fan point/chimney point.
- c) Two 15 amp. Power point for microwave and mixi.
- d) One Aquaguard point.

VERANDAH:

One light point each verandah.

INSIDE PASSAGE:

One light point.

GARAGE:

One light point for each garage.

STAIR CASE:

- a) One light point on each full landing.
- b) One electric call bell point near each flat entrance door.

N.B. All electrical wiring to be concealed.**12. ROOF :**

- a) Suitable water proofing treatment of roof with grey/suitable mosaic.
- b) 3'-0" height parapet wall will be provided at the roof.
- c) Suitable P.V.C. rain water pipe for proper drainage of water from roof.

13. ELECTRIC METER :

Developer shall make arrangement for installation of one common electric meter from CESC at his cost. Developer will make arrangement for

installation of separate electric meter in each flat in the name of prospective buyers and owner. The installation charges and other charges of meter from CESC is to be borne by the Buyers & Owner of the flat. Cost of 440 electric line if required will be borne by the Flat Owners.

14. **PAINTING :**

- a) Outer wall of the building, to be paint with the weather coat paints or its equivalent with proper paint.
- b) All inside wall of the flats and roof of the Owner have to be finished with plaster of paris.

15. Garage space will have 1'x 1' tiles/ mosaic

16. **SPECIAL:**

- a) On stair case marble.
- b) Staircase room will be provided with Aluminium sliding window with glass for light and ventilation.
- c) Space for electric meter will be installed at ground floor.
- d) Boundary wall of all sides, passage gate, water tap, electric line for garage, common passage and roof top use.
- e) RCC overhead water tank will be provided at the top as per architect design.
- f) 4/5 passenger Lift facility will be provided.
- g) Thick gage iron gate will be provided in front of the garage of the building.
- h) Caretaker room with toilet will be provided at the ground floor or behind the building (may not be as per sanction plan).

PART - II

Common Installations : (Common to all the co Sharers)

1. Drains, sewers and pipes from the building to the municipality duct.
2. Stair case on all the floors.
3. Stair landing on all floors.
4. Water pump with motor, water tank and water distribution pipes and other common installations.
5. Electrical wiring fittings and other accessories for lighting the stair case and other common areas.
6. Water and sewerage evacuation pipes form the Units to drains and sewers common to the Building.
7. Main gate to the premises and the building.
8. Boundary walls and common areas on all sides.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, replacing and renewing etc. of the main structure including the roof, the Common Areas, facilities and amenities of the Project (including lifts, water pumps with motor, in common areas, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Project and related facilities enjoyed or used by the Allottee in common with other flat owners or serving more than one Apartment and/or other built-up space in the Building and main entrance, and exit, landings and staircases of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, landings, staircases and other parts of the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces of the Building in good and repaired condition.

2. **OPERATIONAL:** All expenses for running and operating all machines, equipment and installations comprised in the Common Areas (including lifts, water pumps with motors) and also the costs of repairing, renovating and replacing the same and amount payable for having annual maintenance contracts and license fees for various aforesaid items. Cost of all licenses and no objection certificates to be obtained from various authorities and/or the Government Departments for activities of the buildings.

3. **STAFF:** The salaries of and all other expenses of the staffs to be employed 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 premises (save those assessed separately in respect of any Apartment).

6. **INSURANCE:** Insurance premium for insurance of the Buildings including against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **ELECTRICITY CHARGES:** Cost of electricity charges payable to CESC Ltd. or other organization or authorities for electric power consumed in using common areas, facilities, amenities and services.
8. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
9. **REPAIRS & RENEWALS:** cost of painting the exterior and interior of the buildings and its repairing. The repairing of any equipment installed for common user and renewals thereof from time to time.
10. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Other terms and conditions)

1. **Right of allottee to use common areas subject to payment of maintenance charges:** The Allottee hereby agrees to acquire the Apartment on the specific covenant that his right to the use of Common Areas, Facilities and Amenities shall be subject to timely payment of Maintenance Charges, as determined by the Promoter or the Association of the Allottees and performance by the Allottee of all his obligations in respect of the terms and conditions contained in this agreement including in the Schedules thereto and as specified by the Promoter or the Association from time to time.
2. **Additions or Replacements:** As and when any plant and machinery, including but not limited to Lifts, pumps, or any other plant, machinery and/or equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers in the Project

on proportionate basis as specified by the Association. The Promoter and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

3. Maintenance and Association

3.1 Upon formation and operationalization of the Association of the Allottees, the Promoter will hand over its management for maintenance of the Project to the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Allotted Apartment and common areas and facilities in the Project.

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

3.3 For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Promoter and upon formation of the Association by the Association from time to time. The Maintenance Charges shall become payable from the period mentioned in clause 7.2 of this agreement. In case the Allottee fails to pay the same, (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest @ 1.5% per month will become payable by the Allottee; and (iii) the Promoter/Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment, the advance maintenance charges fall below the three (3) months average of the Maintenance Charges, then the Allottee shall be obligated to make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill. Any outstanding maintenance charges shall

constitute a charge upon the allotted apartment in favour of the Promoter or the Association of the Allottees as the case may be.

4. Interim Maintenance Period:

4.1 During the interim maintenance period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Promoter shall through itself or through a facility management company run, operate, manage and maintain the Common Areas.

4.2 The maintenance and management of Common Areas by the Promoter will Primarily include but not limited to maintenance of water works and drainage and sewerage systems, common electrical installations, parking areas, lobbies, lifts and staircases, Annual Maintenance Contracts, License Fees, etc.

4.3 The Rules/Bye-Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same.

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

5. Common Expenses: The Allottee shall pay on due dates the Common Expenses and all other outgoings and taxes specified in **Part-I** of the **Seventh Schedule** hereunder written.

6. Nomination by Allottee: The Allottee may, with the prior consent in writing of the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Allottee of the Allotted Apartment. Any such nomination shall be at the sole risk and costs of the Allottee and shall be subject to the terms, conditions, agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees, taxes and other charges and outgoings as may be occasioned due to aforesaid nomination shall be payable by the Allottee or its nominee. Further, the Allottee shall be required to pay Rs.

1,00,000/- (Rupees one lakh only) to the Promoter being the charges for such nomination and/or assignment.

7. Conditions on Transfer by Allottee: The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the Allotted Apartment until all the charges, outgoings, dues payable by the Allottee to the Promoter in respect of the Allotted Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Maintenance In-charge.

8. Right to put Neon-Sign etc. by Promoter: The Promoter shall be entitled to put or allow its group companies or associate concerns to put neon-sign, sign boards or any other advertisement on the Roof of the Building as the Promoter, may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Promoter.

9. Right for Additional Construction:

Subject to the provisions of the Act and the Rules framed thereunder, the Promoter shall be entitled for additional construction on the buildings either by constructing additional floor or otherwise but strictly in accordance with the building plans to be sanctioned by the Kolkata Municipal Corporation. However, the time period for completion of construction and handing over the allotted apartment to the Allottee will remain unchanged. The Promoter will exclusively be entitled to dispose of such additional construction.

10. Method of Calculation of Areas:

(a) The Carpet Area of the Flat mentioned in the Second Schedule hereto includes the usable floor area thereof and the area covered by the internal partition walls thereof but excludes the area covered by the external walls and areas under services shafts and exclusive balcony/verandah. Be it mentioned that the Net Carpet Area of the Allotted Apartment mentioned in the Second Schedule hereunder written has been determined on the basis of the carpet area of (i) the Flat, (ii) exclusive balcony/verandah, (iii) the Servant Quarter, if any and

(iv) 50% of the carpet area of the open terrace and/or sky terrace, if attached to the Flat.

(a) The Built-Up area of the allotted Apartment mentioned in the Second Schedule hereto includes the Net Carpet Area thereof mentioned therein separately and includes the thickness of the external walls, columns and pillars thereof and therein and thickness of the parapet walls of the open terrace, if attached to the Flat Provided That if any external wall column or pillar of the Servant Quarter is common between Servant Quarters then only one-half area thereof shall be a part of the built-up of such Servant Quarter. In the case of servant room, all common areas to be used by servant rooms' inmates have been proportionately added while calculating the built-up area of the servant room.

(b) The Super Built-Up Area of the Allotted Apartment mentioned in the Second Schedule hereto includes and has been determined on the basis of the built-up area thereof mentioned therein and also includes the proportionate share of the Common Areas attributable to the Allotted Apartment on the basis of the Net Carpet Area of the Allotted Apartment mentioned in the Second Schedule hereto.

11. **Deposits on Super Built-up Area:** The Allottee shall pay and deposit the Maintenance Charges and Sinking Fund on the basis of Super Built Up Area of the Allotted Apartment.

12. **Indemnity by Allottee:** The Allottee shall be and remain responsible for and to indemnify the Promoter and the Maintenance-in-Charge against all damages, costs, expenses, claims, demands, actions and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee or suffered by the Promoter as a result of any act of 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 of the Agreement to be observed fulfilled and performed by the Allottee.

13 **PROJECT ARCHITECT:** Unless changed by the Promoter, Arjun Pal shall be the Architect for the Project and Joydeep Mukherjee shall be the structural engineer.

15. **BUILDING NAME:** The Project shall bear the name "**SERENITY HEIGHTS**" or such other name as be decided by the Promoter from time to time.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

PART-I

1. **TAXES AND OUTGOINGS:** The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -

(a) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereinabove written) to the Maintenance In-charge from time to time. Such maintenance charges will be computed on the basis of actual expenses incurred/to be incurred by the Maintenance In-Charge. The maintenance charges 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 and expenses incurred.

(b) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Allotted Apartment directly to the Kolkata Municipal Corporation. Provided That so long as the Allotted Apartment 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 Premises.

(c) Charges for water and any other utilities consumed by the Allottee and/or attributable or relatable to the Allotted 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 Allotted Apartment and/or its Appurtenances wholly and if in common with the

other Apartment Acquirers proportionately, to the Maintenance In-charge or the appropriate authorities as the case may be.

(d) All other taxes, impositions, levies, cess, fees, expenses 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 Allotted Apartment by the Allottee wholly in case the same relates to the Allotted Apartment and proportionately in case the same relates to the Project or any Common Areas thereof.

(e) The Allottee shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid payments, rates, taxes, impositions and/or outgoings.

(f) 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.

2.1 All payments mentioned in this Schedule 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 in the ground floor earmarked for the Allotted Apartment without any delay, demur or default and the Allottee shall indemnify and keep indemnified the Promoter and the Maintenance-in-Charge and all other Apartment Acquirers for all losses, damages, costs, claims, demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Allottee owing thereto. 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.

2.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Allotted Apartment by the Promoter to the Allottee or from the expiry of three (3) months from the date of the Promoter giving the Notice for Possession to the Allottee in terms of clause 7.2 of Section III hereinabove, whichever be earlier.

PART-II
(COMMON HOUSE RULES)

1. The Allottee binds himself and covenants:

(a) to use the Allotted Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any noisy, illegal or immoral activity at the Allotted Apartment or any activity which may cause nuisance or annoyance to the other Apartment Acquirers.

(b) to apply for and obtain at his own costs separate assessment of the Allotted Apartment in his name in the records of Kolkata Municipal Corporation within 06 (six) months from the date of possession.

(c) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Allotted Apartment at all reasonable times to view and examine the state and condition thereof and to make good all defects, decays and want of repair in the Allotted Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

(d) to co-operate with the Maintenance In-charge in the management, maintenance, control and administration of the Buildings Complex and other Common Purposes.

(e) to keep the Allotted Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections, fittings and installations, entrance and main entrance serving any other Apartment in the Building in good and substantial repair and condition so as to support shelter

and protect the other Apartments/parts of the Building and not to do or cause to be done anything in or around the Allotted Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Allotted Apartment.

(f) to keep the Common Areas and Common Facilities, Common Amenities, open spaces, parking areas, paths, passages, staircases, lobby, landings etc. in the said Premises free from obstructions and encroachments and in a clean and orderly manner and not to 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 other common areas or other portions of the said Premises.

(g) 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 Ltd., and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, water, electricity, drainage, sewerage and other installations and amenities at the Project.

(h) Other than at the place of his Car Parking Space, the Allottee shall not park any motor car or any other vehicle at any place in the said Premises (including at the open spaces at the said Premises). No construction or storage of any nature shall be permitted at the Parking Space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.

(i) not to grant transfer, let out or part with the Car Parking Space or the Servant Quarter, if any, independent of the Allotted Apartment nor vice versa, with the only exception being that the Allottee may grant transfer, let out or part with the Car Parking Space or the Servant Quarter, if any or the Allotted Apartment independent of the other or others to any other Co-owner of the Building and none else.

(j) not to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the Building passing through the Allotted Apartment or the Common Areas facilities and Amenities 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 any other Apartment in or portion of the Project. Not to carry or cause to be carried any wiring for electricity, broadband connection, cable tv or for any other purpose by cutting holes in the exterior walls of the allotted apartment or walls of the common areas. Such wiring shall be permitted to pass through only from the electrical ducts.

(k) not to close or permit the closing of balconies/verandahs in the Allotted Apartment.

(l) not to install or keep or operate any generator in the Allotted Apartment or in any Common Areas.

(m) 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 Apartment or any part of the Building Complex or the said Premises or may cause any increase in the premia payable in respect thereof.

1.1 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder 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 rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

a) withhold and stop all other utilities and facilities (including lifts, water, etc.) to the Allottee and his servants, employees, agents, tenants or licensees and/or the Allotted Apartment.

b) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Allotted Apartment.

c) have a charge on the Allotted Apartment until the payment of all outstanding amounts as aforesaid and set right of the breach of covenants, terms and conditions to be observed and performed by the Apartment Allottee.

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, month and year first above written.

S.N. REALTY
Sudip Ghosh Partner Navin Chowdhury Partner

SIGNED SEALED AND DELIVERED on behalf of the within named **PROMOTER, S.N. REALTY** by its Partners, namely Sudip Ghosh and Navin Chowdhury at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by the within named **ALLOTTEE, Shri** at Kolkata in the presence of:

Drafted by:
Kolkata-

DATED THIS DAY OF 2023

BETWEEN

S.N. REALTY

... VENDOR/PROMOTER

AND

SHRI

... ALLOTTEES/PURCHASERS

AGREEMENT FOR SALE

(Apartment No.)