

**AGREEMENT FOR SALE**

**THIS AGREEMENT** is executed at Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_,

**BETWEEN**

1. **Arch Griha Nirman Private Limited**, a Company within the meaning of The Companies Act, 2013, having its registered office at 99A, Park Street, PIN – 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN **AAFCA2450E**) represented by its constituted attorney **Siddha Real Estate Development Private Limited**, a Company within the meaning of The Companies Act, 2013, having its registered office 99A, Park Street, PIN – 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN **AAJCS6830L**) represented by its authorized signatory \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN \_\_\_\_\_)

(collectively **OWNER**, which expression shall include their successors-in-interest)

**And**

2. **Siddha Real Estate Development Private Limited**, a Company within the meaning of The Companies Act, 2013, having its registered office 99A, Park Street, PIN – 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN **AAJCS6830L**) represented by its authorized signatory \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN \_\_\_\_\_)

(**Promoter**, which expression shall include its successors and assigns and/or assigns)

**And**

3. \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, PIN \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, West Bengal (PAN \_\_\_\_\_)

4. \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, PIN \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, West Bengal (PAN \_\_\_\_\_)

SIDDHA REAL ESTATE DEVELOPMENT PVT LTD



(collectively **Allottees**, which expression shall include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Owner, Promoter, and Allottees referred to as such or as **Party** and collectively **Parties**.

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

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) "**Section**" means a section of the Act.
- e) "**Larger Property**" shall mean **ALL THOSE** the pieces and parcels of contiguous land containing an aggregate area of **756** Decimal (equivalent to **7.56** acre) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **Schedule A-1** hereunder written.
  - (i) "**Project Access Land**" shall mean a 10 (ten) meter wide strip of land containing an aggregate area of **190.25** Decimal (equivalent to **1.9025** acre) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **and Column E** of the **Schedule A-3** hereunder written, to be used to access the municipal/PWD road by the Owner, the Developer, the Apartment Acquirers and other persons permitted by the Owner including for the Owner's Adjacent Housing Project to be developed by the Owner in future.
  - (ii) "**Project Property/Phase I**" shall mean **ALL THOSE** the pieces and parcels of land containing an aggregate area of **359.20** Decimal (equivalent to **3.5920** acre) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **Schedule A-2 and Column F** of the **Schedule A-3** hereunder written and wherever the context so intends or permits shall include the Project Access Land (defined above).

**WHEREAS:**

A. The Owner hereto is the owner of the Subject Properties measuring **756** Decimal (equivalent to **7.56** acre) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas (**Larger Property**). The Larger Property is more particularly described in **Schedule A-1** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1"**. In this regard it is clarified that the expression "*Larger Property*" wherever used in this agreement shall always deem to include and comprise of all such adjacent parcels of land which may in future be acquired/purchased by the Owners (and/or any of them) and/or their associates and developed together with the Larger Property as part of the Said Complex/Whole Project [defined in J (iii) below] and the allottee/occupants of Project/Said Complex shall not raise any dispute or objection in this regard. The Owners have purchased the Larger Property vide several Deeds of Sale described in **Schedule G** below. For the purposes of developing the Project Property, the Owners and the Promoter have entered into a development agreement i.e. the Development Agreement dated 26<sup>th</sup> January, 2023 registered at the office of the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No. I, Page No. 200973 to 201022, Being No. 190404078 for the year 2023 (collectively "**Development Agreement**").

B. The **Larger Property** include a 10 (ten) meter wide strip of land (hereinafter referred and defined as "**the Project Access Land**" and shown in the plan annexed hereto) to be used for access from the municipal/PWD road by the Owner, the Developer, the Apartment Acquirers and certain other persons permitted by the Owner including for Owner's Adjacent Housing Project to be developed by the Owner in future.

C. The Larger Property is earmarked for the purpose of building a residential project comprising multi-storied apartment buildings and car parking spaces and the said project shall be known as Siddha Serena Phase I ("**Said Complex**"). The development of the Said Complex known as '**Siddha Serena Phase I**' *inter alia* consisting of **(I) Block/Building Nos. \_\_\_** (namely \_\_\_) , *inter-alia* comprising of 1(one) Ground+ 32 (G+32) storied residential buildings, being constructed on a portion of the Project Property and **(II) Block/Building No. \_\_**, *inter-alia* comprising of 1 (one) Ground + 2 (G+2) partial storied building for Multi-level Car Parking (**MLCP**), being constructed on a portion of the Project Property, **(III) Block/Building No. \_\_**, *inter-alia* comprising of 1 (one) Ground + two (G+2) storied building for Club, being constructed on a portion of the Project Property, all the aforesaid development/constructions mentioned in **(I) to (III)** above being developed as **Phase I** of the Said Complex/Whole Project (hereinafter called "**Phase I**") and **(IV) Future Blocks/Buildings/Developments**, which may at the sole discretion of the Promoter, *inter-alia* comprise of residential/residential-cum-commercial/commercial multi-storied buildings/blocks, car parking spaces and/or other permissible developments, to be constructed/developed by the Promoter on the balance portion of the Larger Property (hereinafter collectively called Future Development) (i.e. the Larger Property after excluding the lands parcels being developed as **Phase I**, and also the future vertical extension of floors over and above the above-mentioned building for MLCP (hereinafter collectively called **Future Development**), which shall be developed by the Promoter at its sole discretion, out of which **(I) Block/Building Nos. \_\_\_** (namely \_\_\_) , *inter-alia* comprising of 1(one) Ground+ 32

(G+32) storied residential buildings, being constructed on a portion of the Larger Property and **(II) Block/Building No. \_\_**, *inter-alia* comprising of 1 (one) Ground + 2 (G+2) partial storied building for Multi-level Car Parking (MLCP ), being constructed on a portion of the Larger Property, **(III) Block/Building No. \_\_**, *inter-alia* comprising of 1 (one) Ground + two (G+2) storied building for Club to be constructed on a portion of the Project Property, are being presently being developed as a phase (**Phase I**) of the Whole Project (as defined in Recital J (i) below) and proposed as a “real estate project” by the Promoter and is being registered as a ‘real estate project’ (“**the Real Estate Project or Project**”) with the West Bengal Real Estate Regulatory Authority (“**Authority**”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

D. The Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Owners to the Larger Property and the Promoter’s right and entitlement to develop the Larger Property on which *inter alia* the Project is to be constructed have been completed.

E. The Owners have duly intimated the Patharghata Gram Panchayat (PGP) about commencement of construction of the Project vide its letter-dated \_\_\_\_\_

F. The Promoter has obtained the layout plan, sanctioned plan (bearing Sanction Plan Memo No. \_\_\_\_\_), specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Block/Building) from the competent authority, which is presently being developed as a phase (Phase I) of the Whole Project (defined in Recital J (i) below). The Promoter agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable. In this regard, the following Additional Disclosures/Details of the Project have been provided by the Promoter to the Allottee:

- (i) Prior to entering into the Development Agreement, the Owner and the Promoter have expressly agreed that the Project Access Land shall also be used and enjoyed by the owners and occupiers of Owner’s Adjacent Housing Project, being the housing project developed and/or caused to be developed by the Owner on the opposite side of the Project and for this reason the Project Access Land shall always remain part of the Shared Common Areas of the Project;
- (ii) Prior to entering into the Development Agreement, the Owner has informed the Developer as a condition precedent that the Owner shall be entitled to enter

into necessary agreement/arrangement with the owners and occupiers of lands lying adjacent to the Subject Properties to permit them to use and enjoy the Project Access Land along with their respective transferees and in turn such owners and occupiers of lands lying adjacent to the Subject Properties would allow the Owner and its transferees to use and enjoy two more strips of lands measuring about 15 meters each, on either side of the Project Access Land, all together aggregating to about 40 meters (hereinafter referred to as “the **40m Strip of Land**”);

- (iii) Prior to entering into the Development Agreement, the Owner has also informed the Developer that the said 40m Strip of Land (including the Project Access Land) falls under the ‘no construction zone’ of the Appropriate Authority and there is a proposal for construction of a public road over the same in future under the Land Use Development Control Plan of the Appropriate Authority and for this reason the Project Access Land shall always be left open to sky and be used for ingress, egress and to lay to lay drainage, sewage, electricity, telephone, water, gas, electronic, digital, communication, data transfer and other wire, pipelines, conduits etc. and form part of the Shared Common Areas;
- (iv) Prior to entering into the Development Agreement, the Owner and the Promoter have expressly agreed that the Club (including the podium) being developed by the Promoter at the Subject Properties shall be used and enjoyed by the owners, occupiers and transferees of the Owner’s Adjacent Housing Project and all of them shall pay monthly subscription charges for day to day running, maintenance, management and upkeep of the club at the rates fixed by the Promoter, which shall stand increased proportionately for both the Project developed on the Subject Properties and the Owner’s Adjacent Housing Project developed on the opposite side thereof. The Club (including the podium) shall always be part of Shared Common Areas. The Promoter shall provide the first time equipment and infrastructure to be installed in the Club. The Promoter shall handover the management and administration of the

Club to the Association of the flat buyers of the Project at the Subject Properties SUBJECT HOWEVER TO the right to use and enjoy the Club by the flat/unit buyers/transferees of the Owner's Adjacent Housing Project.

- (v) The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and each of them have been expressly understood and agreed between the Parties hereto.

G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata vide Registration No. \_\_\_\_\_;

H. The Allottees had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less with attached balcony measuring \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"** ("**Said Apartment**") in Block/Building No. \_\_\_\_ (namely \_\_\_\_\_) ("**Said Block/Building**") **together with** the right to park in the parking space/s more particularly described in **Schedule B** below (**Said Parking Space**) and **together with** pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule E** below ("**Common Areas**"). The Said Apartment, and Said Parking Space, the Share In Common Areas, collectively described in **Schedule B** below (collectively "**Said Apartment And Appurtenances**").

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

J. The principal and material aspects of the development of the Whole Project (as defined hereunder) and the Real Estate Project as disclosed by the Promoter are briefly stated below –

(i) **Block/Building Nos.** \_\_\_\_ (namely \_\_\_\_), *inter-alia* comprising of 1(one) Ground+ 32 (G+32) storied residential buildings, and **Block/Building No.** \_\_, *inter-alia* comprising of 1 (one) Ground + 2 (G+2) partial storied building for Multi-level Car Parking (**MLCP**), and **Block/Building No.** \_\_, *inter-alia* comprising of 1 (one) Ground + two (G+2) storied building for Club to be constructed on a portion of the Project Property, constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed and developed upon a portion of the Larger Property as shown in **Red** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in the **Schedule A-2** below (**Project Property**).

(ii) The detailed scheme of development attached as **Annexure “1”** discloses the proposed designated uses of the buildings/structures and the phase/s of development on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Larger Property could be finally developed by the Promoter at its sole discretion either in terms of the Plan in **Annexure “1”** or in such other manner as may be possible under the relevant /applicable laws.

(iii) The Promoter had undertaken the development of the Larger Property in a phase-wise manner as mentioned in this Recital C (the phase-wise development of the entirety of the Larger Property as envisaged in this Recital C and as also mentioned/contemplated in the other portions this Agreement hereinafter referred to as “**The Whole Project**”).

(iv) Apart from the Real Estate Project, the Promoter proposes to develop in one or more phases other residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property (“**Other Residential Component**”) and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter may in its sole discretion deem fit.

(v) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (“**Other Residential Exclusive Amenities**”) and which may exclusively be made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees of the Other Residential Component and, may not be available to the Allottees or any other allottees/occupants of apartments/flats in the Real Estate Project.

(vi) Further, the Promoter proposes to develop in one or more phases non-residential buildings/structures along with the Non-Residential Exclusive Amenities (defined below) upon the Larger Property (“**Non-Residential Component**”) and the portion of the Larger Property upon which the Non-Residential Component shall be developed in such manner as the Promoter may in its sole discretion deem fit.

(vii) On the Larger Property, the Promoter also proposes to develop certain common areas, facilities and amenities which may exclusively be made available to and useable by such person(s) as the Promoter may in its sole discretion deem fit including the allottee/s/occupants of such non-residential buildings/structures and such common areas, facilities and amenities may not be available for the use by the allottee/s of the Real Estate Project and the Other Residential Component (“**Non-Residential Exclusive Amenities**”).

(viii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property, in full or in part, subject to the necessary permission/sanction being granted by the PGP and all other concerned authorities.

(ix) The Allottees agree that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats and to the exclusion of allottee/s in the Real Estate Project

(“**Limited Areas And Facilities** ”). The Allottees agree to use only the Limited Areas And Facilities (if any) specifically identified for the Allottees in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** hereunder written. In this regard it is clarified that incase any open car parking space is mentioned in **Schedule B** below, then such open car parking space shall be deemed to be part of the Limited Areas And Facilities, the usage whereof shall be exclusively enjoyed by the Allottee/s herein. The Allottees agree to not use the Limited Areas And Facilities identified for other allottee/s nor shall the Allottees have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee/s and/or the usage thereof. In this regard it is made clear that (a) the allottee/s/occupants of the residential component of the Real Estate Project, including the Allottees herein, shall not have any right to use the common areas, amenities and facilities identified exclusively for the allottee/s/occupants of the commercial component of the Real Estate Project and (b) similarly, the allottee/s/occupants of the commercial component of the Real Estate Project shall not have any right to use the common areas, amenities and facilities identified exclusively for the allottee/s/occupants of the residential component of the Real Estate Project.

(x) The Common Areas in the Real Estate Project that may be usable by the Allottees and other allottee/s on a non-exclusive basis are listed in **Schedule E** hereunder written.

(xi) The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Allottees and other allottee/s in the Whole Project on a non-exclusive basis (“ **Whole Project Included Amenities**”) are listed in **Schedule F** hereunder written. The Allottees agree and accept that it shall not be obligatory for the Promoter to complete the Whole Project Included Amenities (as listed in the **Schedule F** below) in all respects prior to handing over of possession of the Said Apartment to the Allottees and the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project and the Allottees expressly agree not to raise any objection regarding the same and also further waives the right, if any, to do so.

(xiii) Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and The Kolkata Gazette, Extraordinary, July 27, and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

(xiv) The Allottees agree and acknowledge that the sample apartment/flat (if any) is constructed by the Promoter and all furniture’s, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample apartment/flat, other than as expressly agreed by the Promoter under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment/flat constructed by the Promoter.



(xv) In the event the Said Parking Space (if any has been taken by the Allottees in this Agreement) is situated in the MLCP, being Block/Building No. \_\_, located within the area of the Larger Property, then in such event the Allottees agree and accept that the physical possession of the Said Parking Space shall be given to the Allottees only after completion of construction of the MLCP/ Building No. \_\_\_\_.

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

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees hereby agree to purchase the Said Apartment And Appurtenances, being collectively described in **Schedule B**.

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

#### **1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agree to purchase, the Said Apartment And Appurtenances, described in **Schedule B** below.

1.2 The Total Price payable for the Said Apartment And Appurtenances is more particularly mentioned in **Schedule C** below.

#### **Explanation :**

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

(ii) The Price 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 Said Apartment in terms of this Agreement.

(iii) Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottees to the Promoter shall be increased/reduced based on such change/modification.

(iv) The Promoter shall periodically intimate in writing to the Allottees, the amount payable as stated in **Schedule C** below and the Allottees shall make payment within 30 (thirty) days of such written intimation. In addition, the Promoter shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(v) **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottees on the consideration payable to the Promoter and the same shall be deposited by the Allottees to the concerned authority within the time period stipulated under law and the Allottees shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottees to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottees under this Agreement and the amount thereof shall be treated as outstanding.

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

1.3 The Allottees shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottees by discounting such early payments @ 6% per annum for the period by which the respective instalment 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 Allottees by the Promoter.

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Promoter at its sole discretion) and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Said Apartment, without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottees for extra charges, if any, as may be applicable for such addition alterations.

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Said Block/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 reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Allottees within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area allotted to the Allottees, the Promoter shall demand that from the Allottees 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 this Agreement.

1.8 Subject to the terms contained in of this Agreement, the Promoter agrees and acknowledges that the Allottees shall have the following rights to the Said Apartment And Appurtenances:

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

(ii) The Allottees shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in **Schedule E** below). Since the share/interest of the Allottees in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottees shall use the Common Areas of the Real Estate Project along with other occupants/allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottees to use the Common Areas/Whole Project Included Amenities shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall, subject to the terms contained in Schedule H below, hand over the Common Areas of the Real Estate Project (described in **Schedule E** below) to the association of allottees, after its formation and registration and further after duly obtaining the completion certificate from the competent authority.

(iii) The computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.8 It is made clear by the Promoter and the Allottees agree that the Said Apartment along with the garage/covered/MLCP parking (if any) shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in Recital J (including all its sub-clauses), it is agreed that the Real Estate Project is an independent, self-contained project covering the Project Property (described in **Schedule A-2** below) 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 Project's facilities and amenities shall be available for use and enjoyment of the allottees as expressly mentioned in this Agreement.

It is understood by the Allottees that all other areas and i.e. areas and facilities falling outside the Project, namely '**Siddha Serena Phase I**' shall not form a part of the declaration to be filed

with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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

1.10 The Allottees have paid a sum equivalent to 10% (ten) of the Total Price as booking amount being part payment towards the Total Price of the Said Apartment And Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottees hereby agree to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the Payment Plan [specified in **Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein **Provided that** if the Allottees delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. PAYMENTS :**

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

2.2 In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution, in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ financial institution.

2.3 The timely payment of all the amounts payable by the Allottees under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottees that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottees as stated at Clause 30 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottees, and non-receipt thereof by the Allottees shall not be a plea or an excuse for non-payment of any amount or amounts.

2.4 In the event of delay and/or default on the part of the Allottees in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any

other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottees, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

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

3.1. The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understand and agree that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

The Allottees authorize the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottees against the Said Apartment And Appurtenances, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottees undertake not to object/demand/direct the Promoter to adjust his/her payments in any other manner.

### **5. TIME IS ESSENCE :**

Time is of essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment to the Allottees and the Common Areas of the Real Estate Project (described in Schedule E below) to the association of allottees, upon its formation and registration. Similarly, the Allottees shall make timely

payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C** i.e. the Payment Plan.

## **6. CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES :**

6.1 The Allottees have seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Real Estate Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Schedule D** of this Agreement.

6.2 The Allottees agree, accept and confirm that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 6.2 in accordance with what is stated at Recitals J hereinabove: -

6.2.1 The Larger Property is being developed in a phase-wise manner by constructing and developing multiple buildings/structures thereon including the Real Estate Project and the Other Residential Component and the Non-Residential Component as may be permissible in the manner more particularly detailed at Recitals J hereinabove. The Promoter shall be entitled to develop the Larger Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottees have agreed to purchase the Said Apartment And Appurtenances based on the unfettered rights of the Promoter in this regard.

6.2.2 The Promoter has informed the Allottees that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Property. The Promoter has further informed the Allottees that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottees along with other allottee/s of flats/units/apartments in the Said Block/Building and/or the Real Estate Project and/or in the Whole Project, and the Allottees shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by

each of the allottee of flats/units/apartments in the Real Estate Project including the Allottees herein and the proportion to be paid by the Allottees shall be determined by the Promoter and the Allottees agree to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottees nor any of the allottee/s of flats/units/apartments in the Real Estate Project shall object to the Promoter laying through or under or over the land described in **Schedule A-1** and **Schedule A-2** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the Larger Property.

6.2.3 The Allottees are aware that he/she/it/they shall only be permitted to use the Common Areas in the Real Estate Project (specified in **Schedule E** below) and the Whole Project Included Amenities (specified in **Schedule F** below) in common with other allottee/s and users in the Real Estate Project and the Whole Project and the Promoter and its contractors, workmen, agents, employees, personnel and consultants. The Allottees are also aware that the Promoter shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Other Residential Component and the Non-Residential Component and shall not be available to the Allottees or any other allottees/occupants of apartments/flats in the Real Estate Project.

6.2.4 The Whole Project Included Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Property shall be an integral part of the layout of the development of the Whole Project and the Larger Property and neither the Allottees nor any person or entity on the Allottees' behalf shall, at any time claim any exclusive rights with respect to the same.

6.2.5 The Allottees shall at no time demand partition of the Said Apartment And Appurtenances and/or the Said Block/Building and/or the Real Estate Project and/or the Other Residential Component the Non-Residential Component and/or the Whole Project and/or the Project Property and/or the Larger Property.

## **7. POSSESSION OF THE APARTMENT :**

7.1. **Schedule for possession of the Said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottees and the Common Areas of the Real Estate Project to the association of allottees (upon its formation and registration) is the essence of the Agreement. The Promoter, based on approved plans and specifications assures to hand over possession of the Block \_\_\_ (namely \_\_\_ ) on \_\_\_\_\_ (“ **Completion Date**”), 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 or any further delay(s) beyond the control of the Promoter due to epidemic, pandemic, quarantine restriction, state or nationwide lockdown, including any future disruptions due to the coronavirus disease or other circumstances deemed by the Authority to be force majeure events (" **Force Majeure**"). If, however, the completion of the Real Estate Project is delayed due to the Force Majeure conditions then the Allottees

agree that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agree and confirm 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 Allottees the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottees, the Allottees agree 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.

The Possession Date has been accepted by the Allottees. However, if the Said Apartment is made ready prior to the Completion Date, the Allottees undertake and covenant not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, , the customer is required to pay any stamp duty, registration fee, legal fees, other expenses, etc., which becomes payable therefor, then the same shall be borne paid and discharged by the allottees of the Project (including the Allottees herein) proportionately and the Promoter and/or the Owners shall not be liable therefor in any manner whatsoever and the Allottees and the other allottees shall keep the Promoter and the Owners fully indemnified with regard thereto.

7.2. Procedure for taking possession - The Promoter, upon obtaining the completion certificate/ partial completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottees 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 Said Apartment to the Allottees subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees, agree to pay the maintenance charges (as provided on **Schedule H** below) as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottees in writing after receiving the completion certificate/ partial completion certificate of the Project.

7.3. Failure of Allottees to take Possession of Apartment- Upon receiving a written intimation from the Promoter as mentioned in Clause 7.2 above, the Allottees shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottees. In case the Allottees fails to take possession within the time provided in Clause 7.2 above, such Allottees shall continue to be liable to pay maintenance charges as applicable in terms of the rules framed on payment of maintenance charges for the project.

7.4. Possession by the Allottees- After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the allottee, it



shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in **Schedule E** below), to the association of allottees, upon its formation and registration or the competent authority, as the case may be, as per the local laws.

7.5. Cancellation by Allottees- The Allottees 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.

Upon the termination of this Agreement, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

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

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

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

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

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

(i) The Owners have absolute, clear and marketable title with respect to the Project Property; the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property for the Real Estate Project.

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.
- (iii) There are no encumbrances upon the Project Property or the Real Estate Project save and except as expressly disclosed in the Form B Declaration uploaded in the Website of the Authority:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Real Estate Project, save and except as expressly disclosed in the Form B Declaration uploaded in the Website of the Authority;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said 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 Real Estate Project, the Project Property, the Said Apartment, the Said Block/Building and Common Areas of the Real Estate Project till the date of handing over of the Real Estate Project to the association of allottees;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottees and the Common Areas of the Real Estate Project to the association of allottees, upon the same being formed and registered;
- (x) The Project Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and. facilities) has been handed over to the allottee and the association of allottees or not;

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

(xiii) That the Project Property is not Waqf property.

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

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in Clause 7.1. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects;

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

9.2. In case of Default by Promoter under the conditions listed above, Allottees are entitled to the following:

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

(ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice subject to allottee registering the deed of cancellation in respect of the Said Apartment and Appurtenances;

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

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

(i) In case the Allottees fail to make payment for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules;

(ii) In case of Default by Allottees under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter, may cancel the allotment of the Apartment in favour of the Allottees and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

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

The Promoter, on receipt of Total Price of the Said Apartment and Appurtenances (as provided in **Schedule C** under the Agreement) from the Allottees, shall execute a conveyance deed drafted by the Promoter's legal advisors and convey the title of the Said Apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottees:

However, in case the Allottees fail to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottees authorize the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottees. The Allottees shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies) and further the Allottees shall be bound by its obligations as morefully mentioned in Clause 7.3 of this Agreement.

In this regard it is clarified that in addition to the Total Price, the Allottees shall make payment of legal fees of Advocates (**Legal Advisors**), who have drawn this Agreement and shall draw all further documents. The fee is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on or before the date of registration of the conveyance deed. Stamp duty/registration fees shall be paid at actuals and in terms of the E-Assessment Slip obtained from the Government of West Bengal, Directorate of Registration & Stamp Revenue Department and fixed miscellaneous expenses of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) for each registration and all other fees and charges, if any, shall be borne by the Allottees and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoter, who shall do all accounting with the Legal Advisors.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottees (to the Promoter) from the date of obtaining completion certificate till handover of maintenance of the Real Estate Project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses wherever referred to in this

Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the Project including those mentioned in **Schedule H** below (“**Common Expenses/Maintenance Charges**”).

## **12. DEFECT LIABILITY:**

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

12.2 It is clarified that the Promoter shall not be liable for any such defects if the same has been caused by reason of the default and/or negligence of the Allottees and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottees and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottees are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottees and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

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

The Allottees hereby agree to purchase the Said Apartment on the specific understanding that is/her right to the use of Common Areas/Whole Project Included Amenities shall be subject to timely payment of total maintenance charges, as determined by the Promoter (until formation of the association of allottees) and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas of the Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agree to permit the association of allottees and/or maintenance agency to enter into the Said Apartment or any part

thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **15. USAGE:**

**Use of Basement and Service Areas :** The basement(s) and service areas, if any, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

## **16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT**

16.1 Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Said 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 Said Block/Building, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Block/Building is not in any way damaged or jeopardized.

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

16.3 The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16.4 In addition to the aforesaid, the Allottees hereby agree to observe and perform the stipulations, regulations and covenants (collectively **Covenants**), described in **Schedule H** below.

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

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

**18. ADDITIONAL CONSTRUCTIONS:**

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

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

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

**20. APARTMENT OWNERSHIP ACT:**

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

**21. BINDING EFFECT:**

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

**22. ENTIRE AGREEMENT :**

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

### **23. RIGHT TO AMEND :**

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

### **24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES/ SUBSEQUENT ALLOTTEES :**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

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

25.2 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.

### **26. SEVERABILITY :**

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

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

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



## **28. FURTHER ASSURANCES :**

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

## **29. PLACE OF EXECUTION :**

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

## **30. NOTICES :**

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

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

## **31. JOINT ALLOTTEES :**

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

## **32. GOVERNING LAW :**

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

## **33. DISPUTE RESOLUTION :**

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

**SCHEDULE 'A-1'**

**(Larger Property)**

Land measuring 756 Decimal (equivalent to 7.56 acre) more or less situate lying at and comprising of Dag(s) and recorded in Khatian(s) as mentioned in the table hereinbelow, all in Mouzas Kalikapur (J.L. No. 40) and Ganragari (J.L. No. 37), Revenue Survey No.141, within Police Station Rajarhat, in the District of North 24 Parganas under jurisdiction of Patharghata Gram Panchayet, delineated the **Plan** annexed hereto and marked as **Annexure "1"** and bordered in colour **Red** thereon.

SL No	Mouza	R.S. and L.R. Dag No.	Total area in Dag (Dec)	Area involved in the Project (Dec)
1	Ganragari	104	01	0.3610
2	Ganragari	108	43	15.5952
3	Ganragari	112	37	3.0833
3.1				11.4179
4	Ganragari	113	32	0.3903
5	Ganragari	114	23	01.0971
6	Ganragari	115	9	1.0694
7	Ganragari	138	60	20.1552
8	Ganragari	139	52	15.1311
9	Kalikapur	1162	28	0.5924
9.1				1.617
10	Kalikapur	1168	38	18.8745
10.1				7.4331
11	Kalikapur	1169	41	3.7253
11.1				32.1647
12	Kalikapur	1171	50	0.2914
12.1				5.518
13	Kalikapur	1174	60	32.5571
13.1				2.3505

14	Kalikapur	1175	55	11.1451
14.1				25.1334
15	Kalikapur	1176	70	0.4373
15.1				20.3855
16	Kalikapur	1188	88	10.4359
17	Kalikapur	1189	33	33
18	Kalikapur	1190	31	31
19	Kalikapur	1191	59	59
20	Kalikapur	1192	39	35.8699
21	Kalikapur	1193	29	29
22	Kalikapur	1194	20	20
23	Kalikapur	1195	12	12
24	Kalikapur	1196	6	6
25	Kalikapur	1197	97	97
26	Kalikapur	1198	16	16
27	Kalikapur	1199	16	3.0137
28	Kalikapur	1200	43	37.5229
29	Kalikapur	1201	66	11.1418
30	Kalikapur	1203	22	11.4909
31	Kalikapur	1204	27	27
32	Kalikapur	1205	65	23.6885
33	Kalikapur	1174	60	2.92
34	Kalikapur	1175	55	3.3507
35	Kalikapur	1187	45	2.0746
36	Kalikapur	1188	88	18.659
37	Kalikapur	1199	16	3.6508
38	Kalikapur	1201	66	15.0585
39	Kalikapur	1202	35	3.8045
40	Kalikapur	1206	139	9.2794
41	Kalikapur	1207	67	3.6108

<b>Total Area in Decimal:</b>	756
<b>Total Area in Cottahs (more or less):</b>	457

**Schedule A-2 (Phase I)**

**(Project Property)**

Land measuring **359.20** Decimal (equivalent to **3.5920** acre) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Green** thereon, as **Annexure “1”**.

**-Schedule A-3**

**(Project Access Land, Phase I Land, Phase II Land, Phase III Land)**

(A)	(B)	(C)	(D)	(E) (F)	
SL No.	DAG No.	Mouza	Total proposed Project Area (Plot Area as per Survey in Decimal)	Land Area under Phase - I	
				Project Access Land in Decimal	Land Area in Phase I in Decimal
1	104(Part)	Ganragari	0.5521	0.5521	
2	108(Part)	Ganragari	15.5952	15.5952	
3	112(Part)	Ganragari	14.5012	14.5012	
4	113(Part)	Ganragari	0.3903	0.3903	
5	114(Part)	Ganragari	1.0971	1.0971	
6	115(Part)	Ganragari	1.0694	1.0694	
7	138(Part)	Ganragari	20.1552		9.4513
8	139(Part)	Ganragari	15.1311		15.1311
9	1162(Part)	Kalikapur	2.201	1.6170	0.5841
10	1168(Part)	Kalikapur	26.1405	7.4331	18.7074
11	1169(Part)	Kalikapur	35.7936	32.1647	3.6289
12	1171(Part)	Kalikapur	5.8095	5.5181	0.2914
13	1174(Part)	Kalikapur	37.8276	5.2705	22.2161

14	1175(Part)	Kalikapur	39.6292	28.4841	11.1451
15	1176(Part)	Kalikapur	20.8228	20.3855	0.4373
16	1187(Part)	Kalikapur	2.0746	2.0746	
17	1188(Part)	Kalikapur	29.0949	18.6590	10.4359
18	1189	Kalikapur	32.9992		13.9905
19	1190	Kalikapur	31.0071		0.7576
20	1191	Kalikapur	58.996		29.6847
21	1192(Part)	Kalikapur	35.8699		35.8699
22	1193	Kalikapur	28.9852		28.9852
23	1194	Kalikapur	19.9998		19.9998
24	1195	Kalikapur	11.9998		11.9998
25	1196	Kalikapur	6.0024		6.0024
26	1197	Kalikapur	97.0016		89.7070
27	1198	Kalikapur	16.0047		16.0047
28	1199(Part)	Kalikapur	6.6645	3.6508	0.4530
29	1200(Part)	Kalikapur	37.5229		0.4269
30	1201(Part)	Kalikapur	26.2003	15.0585	
31	1202(Part)	Kalikapur	3.8045	3.8045	
32	1203(Part)	Kalikapur	11.4909		
33	1204	Kalikapur	26.9019		6.8446
34	1205(Part)	Kalikapur	23.6885		6.3984
35	1206(Part)	Kalikapur	9.2794	9.2794	
36	1207(Part)	Kalikapur	3.6108	3.6108	
<b>Area in Decimal</b>			<b>755.9147</b>	<b>190.2159</b>	<b>359.1531</b>

### SCHEDULE 'B'

#### (Said Apartment And Appurtenances)

(a) The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less with attached balcony measuring \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less, in Block/Building No. \_\_\_\_\_ (namely \_\_\_\_\_). The layout of the Said Apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**;

(b) The Said Parking Space, being the right to park 1 (one) medium sized car in the \_\_\_\_\_ space, admeasuring 135 (One hundred thirty five) square feet, in the Said Complex; **and**

## SCHEDULE 'C'

### (Payment Plan)

The Unit Price (excluding Goods & Service Tax) for the Said Apartment based on the carpet area is **Rs** \_\_\_\_\_/- (Rupees: \_\_\_\_\_) and part of the Extra Charge so far computed is **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) and the Goods and Service Taxes is **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) aggregating to **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) ("Total Price")

The Allottees shall make the payment of the Total Price as per the below-mentioned payment plan.

### For Block/Building No. (namely \_\_\_\_\_)

On Booking	10% of Total Consideration + Applicable GST
On Execution of FSA	10% of Total Consideration + Applicable GST + 50% of Legal Charges
On Commencement of Piling	10% of Total Consideration + Applicable GST
On Completion of Gr. Floor Slab	5% of Total Consideration + Applicable GST
On Completion of 2 <sup>nd</sup> Floor Slab	5% of Total Consideration + Applicable GST
On Completion of 5 <sup>th</sup> Floor Slab	5% of Total Consideration + Applicable GST
On Completion of 8 <sup>th</sup> Floor Slab	5% of Total Consideration + Applicable GST
On Completion of 11 <sup>th</sup> Floor Slab	5% of Total Consideration + Applicable GST
On Completion of 14 <sup>th</sup> Floor Slab	5% of Total Consideration + Applicable GST
On Completion of 17 <sup>th</sup> Floor Slab	5% of Total Consideration + Applicable GST
On Completion of 19 <sup>th</sup> Floor Slab	5% of Total Consideration + Applicable GST
On Completion of 21 <sup>th</sup> Floor Slab	5% of Total Consideration + Applicable GST
On Completion of 24 <sup>nd</sup> Floor Slab	5% of Total Consideration + Applicable GST
On Completion of 26 <sup>th</sup> Floor Slab	5% of Total Consideration + Applicable GST
On Completion of 30 <sup>th</sup> Floor Slab	5% of Total Consideration + Applicable GST
On Completion of Flooring	5% of Total Consideration + Applicable GST
On Offer of Possession	5% of Total Consideration + Applicable GST + 50% of Legal Charges + Rest of all EDC Charges + Applicable GST

The Allottees, in terms of the table below, shall pay to the Promoter the entirety of the Extra Charges as and when demanded, proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon:

<b>(i) Electricity:</b> obtaining HT/LT electricity supply from the supply agency, which is Rs. ___/- per square feet (Rupees _____) per square feet, based on the carpet area of Said Apartment, to the Promoter.
<b>(ii) Generator :</b> stand-by power supply to the Said Apartment from diesel generators, @ Rs. _____/- (Rupees _____) per 1 (one) KVA, to the Promoter
<b>(iii) Maintenance Charges for Common Areas:</b> the proposed monthly maintenance charge will be fixed prior to issuance of possession notice. Further, Common Area Maintenance (CAM) deposit @ Rs. ___/- (Rupees _____) per square feet on carpet area of the Said Apartment shall be paid by the Allottees prior to the date of handover of possession of the Said Apartment.
<b>(iv) Electricity Meter for Common Areas :</b> security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter.
<b>(v) Betterment Fees :</b> betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Larger Property or the Said Apartment And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.
<b>(vi) Advance Maintenance Charges -</b> This amount is payable against 24 (twenty four) months advance maintenance charges for the Said Apartment, to be adjusted with CAM bills to be raised at the rate as may be decided by the Promoter at the time of handover of possession.
<b>(vii) Association Formation Charges -</b> Rs. _____/- to be paid by the Allottee

## SCHEDULE 'D'

### Specifications

**(Which Are Part Of the Said Apartment)**

#### **Structure**

Seamless RCC frame & shear wall construction.

#### **Internal Walls**

RCC/Brick wall over laid with white cement putty.

#### **Doors**

Doors with tough timber frames and solid-core flush shutters.

#### **Windows**

Aluminum frames with fully glazed shutters and quality fittings.

### **Flooring**

Vitrified tile flooring in all Bedrooms, Living/Dining Room.

### **Kitchen**

*Floor* :- Vitrified tiles

*Counter Tops* :- Granite with steel sink

*Dados*:- Ceramic tiles up to a height of 2' (two) feet from the counter top.

### **Toilet**

*Floor*:- Anti – skid tiles

*Dados* :-Ceramic tiles upto a height of 7' (seven) feet

### **Sanitary ware**

White, high quality porcelain fittings. Chromium-plated fittings.

### **Electricals**

Superior Quality concealed copper wiring with the latest modular switches.

### **Telephone Wiring**

Central distribution console, networked with all Apartment.

### **Exterior**

Latest weatherproof non faded exterior finish of the highest quality.

## **SCHEDULE 'E'**

(Common Areas Of the Real Estate Project)

**(Which Are Part Of the Real Estate Project)**



- Entrance Lobby at the ground level of the Said Block/Building
- Lift machine room(s) and lift well(s) of the Said Block/Building
- Water supply pipeline in the Said Block/Building (save those inside any Apartment)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common areas of the Said Block/Building
- Intercom Network in the Said Block/Building
- Broadband connection in the Said Block/Building, if any
- Lift(s) and allied machineries in the Said Block/ Building if any
- Roof Area
- CCTV
- Lobbies on all floors and staircase(s) of the Said Block/Building
- Water reservoirs/tanks of the Said Block/Building
- Drainage and sewage pipeline in the Said Block/Building (save those inside any Apartment)
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH in the Said Block/Building, if any
- Fire fighting system in the Said Block/Building
- External walls of the Said Block/Building
- Stair Room

### **SCHEDULE 'F'**

#### **(Whole Project Included Amenities)**

*(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Allottees on a non-exclusive basis along with allottee/s/occupants in the Whole Project)*

Sl. No.	Whole Project Included Amenities
1	Club
2	Driveways, fire tender paths, walkways and landscaped green areas
3	Central drainage & sewage pipeline and central water supply pipeline

4	All other areas, facilities and amenities for common use and enjoyment of Said Complex
5	Land comprised in the Larger Property

**SCHEDULE 'G'**

**(Facts about Devolution of Title to the Larger Property)**

Out of the Larger Property measuring 756 Decimal more or less, 102.60 Decimal land was purchased by the Owner, Arch Griha Nirman Private Limited (full particulars of the purchase documents whereof are mentioned in **Part I** hereunder written) and 625.40 Decimal land was conveyed by Bougain Villa Housing & Infrastructure Private Limited by way of exchange under several Deeds of Exchange executed between Arch Griha Nirman Private Limited and Bougain Villa Housing & Infrastructure Private Limited (full particulars of the exchange documents whereof are mentioned in **Part II** hereunder written) and remaining 28.12 Decimal land was purchased by the Owner, Arch Griha Nirman Private Limited from Happy Valley Realtors Private Limited (full particulars of the purchase documents whereof are mentioned in **Part III** hereunder written):

**(PART I – Particulars of purchase of 102.60 Decimal land)**

**A. MOUZA KALIKAPUR, J.L. NO. 40, P.S. RAJARHAT, DISTRICT NORTH 24 PARGANAS:**

Sl No	R.S. & L.R. Dag Nos.	Total Land Area (in Decimals)	Total Purchased Area (in Decimals)	Purchased Area (in Decimals)	Date of Purchase Deed	Registration Details
1.	1171	50	06.5721	02.2397	26.11.2009	Additional Registrar of Assurances-II, Kolkata in Deed No.

						13035/ Book No. I/ CD Volume No. 26/ Pages 8067 to 8082/ 2009
				04.3324	27.01.2010	Additional Registrar of Assurances-II, Kolkata in Deed No. 00813/ Book No. I/ CD Volume No. 2/ Pages 7726 to 7741/ 2010
2.	1174	60	19.6000	16.8700	25.04.2007	Additional District Sub-Registrar, Bidhannagar in Deed No. 00147/ Book No. I/ CD Volume No. 1/ Pages 2843 to 2861/ 2008
				2.7300	20.12.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 08355/ Book No. I/ CD Volume No. 17/ Pages 10372 to 10394/ 2009
3.	1188	88	14.6784	6.0500	03.08.2012	Additional Registrar of Assurances-II, Kolkata in Deed No. 10153/ Book No. I/

						CD Volume No. 39/ Pages 2699 to 2712/ 2012
				6.0500	26.09.2012	Additional Registrar of Assurances-II, Kolkata in Deed No. 14872/ Book No. I/ CD Volume No. 59/ Pages 2845 to 2858/ 2012
				2.5784	08.10.2012	Additional Registrar of Assurances-II, Kolkata in Deed No. 12016/ Book No. I/ CD Volume No. 35/ Pages 5610 to 5629/ 2013
4.	1199	16	6.6814	6.6814	18.08.2006	Additional Registrar of Assurances-II, Kolkata in Deed No. 9681/ Book No. I/ Volume No. 1/ Pages 1 to 13/ 2006
5.	1200	43	27.1236	01.2943	06.02.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 06966/ Book No. I/ Volume No. 1/ Pages 1 to 20/ 2008

				14.0000	05.07.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 07327/ Book No. I/ CD Volume No. 80/ Pages 4227 to 4240/ 2008
				04.6569	31.12.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 00003/ Book No. I/ CD Volume No. 1/ Pages 35 to 46/ 2008
				01.5050	05.03.2012	Additional Registrar of Assurances-II, Kolkata in Deed No. 03029/ Book No. I/ CD Volume No. 13/ Pages 1656 to 1669/ 2012
				05.6674	03.10.2013	Additional Registrar of Assurances-II, Kolkata in Deed No. 14691/ Book No. I/ CD Volume No. 14/ Pages 655 to 668/ 2013
6.	1202	35	3.8046	3.8046	04.06.2010	Additional Registrar of Assurances-II, Kolkata in Deed No.

						06781/ Book No. I/ CD Volume No. 20/ Pages 4134 to 4155/ 2010
7.	1205	65	23.6885	07.2215	20.10.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 05298/ Book No. I/ CD Volume No. 12/ Pages 3596 to 3609/ 2009
				16.4670	18.08.2006	Additional Registrar of Assurances-II, Kolkata in Deed No. 9681/ Book No. I/ Volume No. 1/ Pages 1 to 13/ 2006

**B. MOUZA GANRAGARI, J.L. NO. 37, P.S. RAJARHAT, DISTRICT NORTH 24 PARGANAS:**

Sl No	R.S. & L.R. Dag Nos.	Total Land Area (in Decimals)	Total Purchased Area (in Decimals)	Purchased Area (in Decimals)	Date of Purchase Deed	Registration Details
1.	104	01	0.3610	0.0833	18.12.2013	Additional Registrar of Assurances-II, Kolkata in Deed No. 01278/ Book No. I/ Volume No. __/ Pages 3540 to 3555/ 2014
				0.1111	19.04.2014	Additional Registrar of Assurances-II, Kolkata in Deed No. 05296/ Book No. I/ CD

						Volume No. 25/ Pages 695 to 711/ 2014
				0.0833	06.04.2015	Additional Registrar of Assurances-II, Kolkata in Deed No. 04558/ Book No. I/ CD Volume No. 26/ Pages 986 to 1002/ 2015
				0.0833	07.09.2015	Additional District Sub-Registrar, Rajarhat in Deed No. 152310856/ Book No. I/ Volume No. 1523-2015/ Pages 143462 to 143487/ 2015
2.	112	37	3.0833	3.0833	13.04.2015	Additional Registrar of Assurances-II, Kolkata in Deed No. 190200376/ Book No. I/ Volume No. 1902-2016/ Pages 12176 to 12202/ 2016
3.	113	32	5.3333	5.3333	13.04.2015	Additional Registrar of Assurances-II, Kolkata in Deed No. 190200376/ Book No. I/ Volume No. 1902-2016/ Pages 12176 to 12202/ 2016
4.	115	09	1.5000	1.5000	13.04.2015	Additional Registrar of Assurances-II, Kolkata in Deed No. 190200376/ Book No. I/ Volume No. 1902-2016/ Pages 12176 to 12202/ 2016

**(PART II – Particulars of acquisition of 625.40 Decimal land)**

**A. MOUZA KALIKAPUR, J.L. NO. 40, P.S. RAJARHAT, DISTRICT NORTH 24 PARGANAS:**

<b>Sl No</b>	<b>R.S. &amp; L.R. Dag Nos.</b>	<b>Total Land Area (in Decimals )</b>	<b>Total Exchange Area (in Decimals)</b>	<b>Exchange Area (in Decimals)</b>	<b>Date of Purchase Deed</b>	<b>Registration Details</b>
1.	1162	28	27.6380	24.6380	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416515/Book No. I/ Volume No. 1904-2022/ Pages 1008901 to 1008929/ 2022
				03.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416530/Book No. I/ Volume No. 1904-2022/ Pages 1009234 to 1009266/ 2022
2.	1168	38	26.3076	26.3076	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416563/Book No. I/ Volume No. 1904-2022/ Pages 1025384 to 1025414/ 2022
3.	1169	41	35.8900	07.4800	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416526/Book No. I/ Volume No. 1904-2022/ Pages 1009398 to 1009433/ 2022
				24.9300	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416534/Book No.



						I/ Volume No. 1904-2022/ Pages 1002030 to 1002063/ 2022
				03.4800	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416530/Book No. I/ Volume No. 1904-2022/ Pages 1009234 to 1009266/ 2022
4.	1174	60	18.4277	18.4277	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416559/Book No. I/ Volume No. 1904-2022/ Pages 1024999 to 1025025/ 2022
5.	1175	55	40.1310	03.3507	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416523/Book No. I/ Volume No. 1904-2022/ Pages 1009043 to 1009076/ 2022
				09.6580	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416541/Book No. I/ Volume No. 1904-2022/ Pages 1009014 to 1009042/ 2022
				27.1223	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416538/Book No. I/ Volume No. 1904-2022/ Pages 1001906 to 1001935/ 2022
6.	1176	70	35.0000	20.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416530/Book No. I/ Volume No. 1904-

						2022/ Pages 1009234 to 1009266/ 2022
				15.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416533/Book No. I/ Volume No. 1904-2022/ Pages 1009170 to 1009203/ 2022
7.	1187	45	02.0746	02.0746	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416523/Book No. I/ Volume No. 1904-2022/ Pages 1009043 to 1009076/ 2022
8.	1188	88	14.4165	14.4165	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416529/Book No. I/ Volume No. 1904-2022/ Pages 1009204 to 1009233/ 2022
9.	1189	33	32.9700	25.6400	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416537/Book No. I/ Volume No. 1904-2022/ Pages 1024361 to 1024387/ 2022
				07.3300	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416520/Book No. I/ Volume No. 1904-2022/ Pages 1009138 to 1009169/ 2022
10.	1190	31.0000	31.0100	24.1300	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416553/Book No.

						I/ Volume No. 1904-2022/ Pages 1024784 to 1024809/ 2022
				06.8800	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416520/Book No. I/ Volume No. 1904-2022/ Pages 1009138 to 1009169/ 2022
11.	1191	59.0000	69.4827	10.9033	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416520/Book No. I/ Volume No. 1904-2022/ Pages 1009138 to 1009169/ 2022
				24.7500	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416574/Book No. I/ Volume No. 1904-2022/ Pages 1053238 to 1053264/ 2022
				24.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416517/Book No. I/ Volume No. 1904-2022/ Pages 1008876 to 1008900/ 2022
				09.8294	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416525/Book No. I/ Volume No. 1904-2022/ Pages 1009335 to 1009366/ 2022
12.	1192	39.0000	40.0000	26.6700	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416513/Book No. I/ Volume No. 1904-

						2022/ Pages 1009367 to 1009397/ 2022
				13.3300	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190418564/Book No. I/ Volume No. 1904-2022/ Pages 1085700 to 1085729/ 2022
13.	1193	29.0000	28.5000	14.2500	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416541/Book No. I/ Volume No. 1904-2022/ Pages 1009014 to 1009042/ 2022
				14.2500	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416567/Book No. I/ Volume No. 1904-2022/ Pages 1025200 to 1025226/ 2022
14.	1194	20.0000	23.8033	13.3300	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190418564/Book No. I/ Volume No. 1904-2022/ Pages 1085700 to 1085729/ 2022
				10.4733	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416544/Book No. I/ Volume No. 1904-2022/ Pages 997135 to 997166/ 2022
15.	1195	12.0000	12.0000	12.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416525/Book No. I/ Volume No. 1904-

						2022/ Pages 1009335 to 1009366/ 2022
16.	1196	06.0000	06.0000	06.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416569/Book No. I/ Volume No. 1904-2022/ Pages 1024448 to 1024478/ 2022
17.	1197	97.0000	112.4726	15.0832	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416544/Book No. I/ Volume No. 1904-2022/ Pages 997135 to 997166/ 2022
				03.9100	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416543/Book No. I/ Volume No. 1904-2022/ Pages 1009301 to 1009334/ 2022
				26.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416560/Book No. I/ Volume No. 1904-2022/ Pages 1024946 to 1024971/ 2022
				24.5000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416551/Book No. I/ Volume No. 1904-2022/ Pages 1009434 to 1009464/ 2022
				26.8800	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416547/Book No. I/ Volume No. 1904-2022/ Pages 1024334 to 1024360/ 2022

				16.0994	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416549/Book No. I/ Volume No. 1904-2022/ Pages 1024388 to 1024417/ 2022
18.	1198	16	16	16	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416569/Book No. I/ Volume No. 1904-2022/ Pages 1024448 to 1024478/ 2022
19.	1200	43	13.8973	07.5700	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416543/Book No. I/ Volume No. 1904-2022/ Pages 1009301 to 1009334/ 2022
				06.3273	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416549/Book No. I/ Volume No. 1904-2022/ Pages 1024388 to 1024417/ 2022
20.	1201	66	26.2003	15.0585	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416523/Book No. I/ Volume No. 1904-2022/ Pages 1009043 to 1009076/ 2022
				01.2884	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416541/Book No. I/ Volume No. 1904-

						2022/ Pages 1009014 to 1009042/ 2022
				09.8534	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416567/Book No. I/ Volume No. 1904-2022/ Pages 1025200 to 1025226/ 2022
21.	1203	22	11.4909	11.4909	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416557/Book No. I/ Volume No. 1904-2022/ Pages 1025415 to 1025442/ 2022
22.	1204	27	26.8720	10.8000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416533/Book No. I/ Volume No. 1904-2022/ Pages 1009170 to 1009203/ 2022
				13.5000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416557/Book No. I/ Volume No. 1904-2022/ Pages 1025415 to 1025442/ 2022
				02.5720	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416555/Book No. I/ Volume No. 1904-2022/ Pages 1024810 to 1024840/ 2022
23.	1206	139	09.2794	09.2794	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416529/Book No. I/ Volume No. 1904-

						2022/ Pages 1009204 to 1009233/ 2022
24.	1207	67	03.6108	03.6108	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416523/Book No. I/ Volume No. 1904-2022/ Pages 1009043 to 1009076/ 2022

**B. MOUZA GANRAGARI, J.L. NO. 37, P.S. RAJARHAT, DISTRICT NORTH 24 PARGANAS:**

Sl No	R.S. & L.R. Dag Nos.	Total Land Area (in Decimals)	Total Exchange Area (in Decimals)	Exchange Area (in Decimals)	Date of Purchase Deed	Registration Details
1.	138	60	20.1552	20.1552	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416573/Book No. I/ Volume No. 1904-2022/ Pages 1053292 to 1053318/ 2022
2.	139	52	15.1331	15.1331	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416573/Book No. I/ Volume No. 1904-2022/ Pages 1053292 to 1053318/ 2022

**(PART III – Particulars of purchase of 28.12 Decimal land)**



**MOUZA GANRAGARI, J.L. NO. 37, P.S. RAJARHAT, DISTRICT NORTH 24**

**PARGANAS:**

<b>Sl No</b>	<b>R.S. &amp; L.R. Dag Nos.</b>	<b>Total Land Area (in Decimals)</b>	<b>Total Purchased Area (in Decimals)</b>	<b>Date of Purchase Deed</b>	<b>Registration Details</b>
1.	108	43	15.60	___. ___. 2023	
2.	114	23	01.10		
3.	112	37	<u>11.42</u>	___. ___. 2023	
			<u>28.12</u>		

**SCHEDULE 'H'**

**(Covenants)**

The Allottees covenant with the Promoter (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

1. **Satisfaction of Allottees:** The Allottees are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottees and the negative covenants mentioned in this Agreement and the Allottees hereby accept the same and shall not raise any objection with regard thereto.

2. **Allottees Aware of and Satisfied with Common Areas and Specifications:** The Allottees, upon full satisfaction and with complete knowledge of the Common Areas (described in the **Schedule E** above) and quality, specifications, materials, workmanship and structural stability thereof Specifications (described in **Schedule D** above) and all other ancillary matters, is entering into this Agreement. The Allottees have examined and are acquainted with the Said Complex and has agreed that the Allottees shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Apartment And Appurtenances.

3. **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to

day services with regard to the Common Areas of the Said Complex (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Allottees shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottees and it shall be deemed that the Facility Manager is rendering the services to the Allottees for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the Common Areas shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/Whole Project.

**4. Allottees to Mutate and Pay Rates & Taxes:** The Allottees shall (1) pay the PGP Tax, surcharge, levies, cess etc. (collectively “Rates & Taxes” ) (proportionately for the Said Block/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottees, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees in respect thereof and (2) have mutation completed at the earliest. The Allottees further admit and accept that the Allottees shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

**5. Allottees to Pay Common Expenses/Maintenance Charges:** The Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees in respect thereof. The Allottees further admit and accept that (1) the Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

**6. Allottees to Pay Interest for Delay and/or Default:** The Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottees shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottees also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottees and the Allottees shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

**7. Promoter’s Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottees to the Promoter **provided however** if the Said Apartment And Appurtenances is purchased with

assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.

**8. No Obstruction by Allottees to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottees due to and arising out of the said construction/developmental activity. The Allottees also admit and accept that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottees shall not raise any objection in any manner whatsoever with regard thereto.

**9. No Rights of or Obstruction by Allottees:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

**10. Allottees to Participate in Formation of Association and Apex Body:** The Allottees admit and accept that the Allottees and other intending allottees of apartments in the Said Complex shall form the Association and the Allottees shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component/Non-Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“**Apex Body**”). The Allottees shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottees further admit and accept that the Allottees shall ensure and not object to the Association joining the Apex Body. In this regard and notwithstanding anything to the contrary mentioned in this Agreement it is made clear that the Promoter shall at its discretion have the liberty to form the Association after the entirety of the Whole Project is completed and the Allottees shall not raise any objection in any manner whatsoever in connection with the aforesaid discretionary right of the Promoter.

**11. Obligations of Allottees:** The Allottees shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

(b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex.

(c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances, wholly and the Common Areas, proportionately, from the possession date.

(d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block/Building, the Project Property, and outside walls of the Said Block/Building **save** in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Promoter shall endeavour to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottees.

(e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottees use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottees makes any alterations/changes, the Allottees shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.

(g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block/Building. The Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottees shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottees on the inner side of the doors and windows of the Said Apartment. The Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Block/Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottees shall install the out-door unit of the same either inside the Allottees'

own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottees shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottees accept that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

(h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.

(i) **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Agreement.

(j) **Trade Mark Restriction:** not to use the name/mark *Siddha* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Allottees does so, the Allottees shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark *Siddha*.

(k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

(l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(m) **No Obstruction to Promoter /Facility Manager /Association/ Apex Body:** not obstruct the Promoter /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Block/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/Whole Project/Project Property (excepting the Said Apartment and the Said Parking Space, if any).

(n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.

(o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.

(p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.

(q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.

(r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.

(s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment /Said Block/Building /Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottees from displaying a standardized name plate outside the main door of the Apartment.

(t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.

(u) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.

(v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.

(w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.

(x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottees and/or family members, invitees or servants of the Allottees, the Allottees shall compensate for the same.

(y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.

(z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottees hereby understand and accept that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottees shall not raise any objection in any manner whatsoever with regard thereto and further the Allottees hereby confirm that the Allottees shall not violate any terms of the statutory requirements/fire norms.

**11.1 Notification Regarding Letting/Transfer:** If the Allottees let out or sell the Said Apartment And Appurtenances, the Allottees shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/ allottees address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances by the Allottees to any third party, the Allottees shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon

formation)/the Apex Body (upon formation), which shall only be issued to the Allottees after payment of all outstanding Common Expenses/Maintenance Charges, if any.

**11.2 No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottees have accepted the scheme of the Promoter to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property/Proposed Adjoining Land and hence the Allottees have no objection to the continuance of construction in the other portions of the Larger Property//Proposed Adjoining Land/the Said Complex, even after the date of possession notice. The Allottees shall not raise any objection to any inconvenience that may be suffered by the Allottees due to and arising out of the said construction/developmental activity.

**11.3 No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Allottees shall not have any right in the other portions of the Larger Property//Proposed Adjoining Land/the Said Complex and the Allottees shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Larger Property//Proposed Adjoining Land /the Said Complex.

**11.4 Roof Rights:** A demarcated portion of the top roof of the Said Block/Building shall remain common to all owners of the Said Block/Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block/Building shall belong to the Promoter with right of exclusive transfer and the Allottees specifically agree not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Block/Building as aforesaid, the Promoter shall always have the right of further construction on the entirety of the top roof and the Allottees specifically agree not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Block/Building.

**11.5 Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottees, proportionately.

## **12. Said Club:**

12.1 The Promoter has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all allottees of the Whole Project. It is clarified that the decision of the Promoter as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottees.

**12.2 Membership Obligation of Allottees:** Membership of the Said Club being compulsory for all allottees of the Whole Project, the Allottees (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s under this Agreement is more than 1 (one), as be nominated *inter se* among the allottee/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottees understand and accept that **(1)** detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational **(2)** all members (including the Allottees) will be required to abide by these terms and conditions and rules and regulations **and (3)** the acceptance by the Allottees of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Agreement.

**12.3 Membership Scheme of Said Club:** The Allottees understand and accept that **(1)** membership of the Said Club shall be open only to the allottees of the Whole Project/Said Complex **(2)** each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment **(3)** membership is open only to individuals (i.e. no corporate membership) and if the Allottees are a body corporate, it will be required to nominate 1 (one) occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said Club **(4)** the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents **(5)** members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees **(6)** in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and (7)** if an Allottees let out his/her apartment, they may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottees.

**12.4 Facilities of Said Club:** Notwithstanding anything contained in this Agreement, the Allottees understand and accept that the Promoter shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter.

**12.5 Commencement of Operation of Said Club:** The Promoter reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex/Whole Project is completed and made ready. The Allottees understand and accept that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottees shall not raise any claim or objection in this regard.

**12.6 Club Manager:** The Allottees understand and accept that the Said Club (at the sole discretion of the Promoter) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Promoter, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running



of the Said Club. The Allottees further understand and accept that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter and the allottees shall have no right to replace the Club Manager.

**12.7 Membership Fee, Security Deposit and Monthly Subscription:** The Allottees understand and accept that **(1)** the Allottees does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Allottees may have to pay separate amounts towards membership fee **(2)** the Allottees may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and **(3)** the Allottees will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottees reside at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter and this shall be in addition to the Common Expenses/Maintenance Charges.

**12.8 User Charge:** The Allottees understand and accept that **(1)** some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis **and (2)** the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

**13. Nomination:** The Allottees admit and accept that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottees will be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

**(a)** The Allottees shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.

**(b)** The Allottees shall obtain prior written permission of the Promoter and the Allottees and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.

**(c)** The Allottees shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoter's legal advisors towards the tripartite Nomination Agreement and shall further pay to the Promoter a sum equivalent to 3 (three) months of Common Area Maintenance (CAM) charges in advance prior to the nomination.

**(d)** Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottees shall be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

#### **SCHEDULE 'H'**

### **(Common Expenses)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block/Building and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottees.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block/Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block/Building and the Said Complex **save** those separately assessed on the Allottees.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

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

**Arch Griha Nirman Private Limited**

**Through constituted Attorney**

**Siddha Real Estate Development Private Limited**

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**Represented by its Authorized Signatory**

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**[Owners]**

**Siddha Real Estate Development Private Limited**

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**Represented by its Authorized Signatory**

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**[Promoter]**

**Drafted by,**

**Witnesses:**

Signature _____	Signature _____
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023**

Between

**Arch Griha Nirman Private Limited**

.... Owner

And

**Siddha Real Estate Development Private Limited**

.... Promoter

And

\_\_\_\_\_ & Anr.

.... Allottees

**AGREEMENT**

Apartment No. \_\_\_\_\_, \_\_\_\_\_ th Floor,

Block/Building No. \_\_\_\_ (\_\_\_\_\_)

*Siddha Serena Phase I*

North 24 Parganas

SIDDHA REAL ESTATE DEVELOPMENT PVT LTD

  
\_\_\_\_\_  
Authorised Signatory