

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) is entered into on this [___] day of [___] 2024 at [___].

BY AND BETWEEN:

1) **REHAN JAVED (PAN ACSPJ7133K, Aadhaar No. 9231 2925 2682)** and (2) **IRFAN JAVED (PAN ACSPJ7131M, Aadhaar No. 3072 6088 5058)** both sons of Javed Akhter residing at 13/2C Palm Avenue, Post Office - Ballygunge, Police Station - Karaya, Kolkata 700019, hereinafter referred to as the “**OWNERS**”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs executors administrators legal representatives successors and/or assign) of the **FIRSTPART**.

AND

ATK STONEWORKS LLP (having **LLPIN ABA-7406** and **PAN ABXFA7166P**) a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 63, Rafi Ahmad Kidwai Road, Post Office – Taltola, Police Station – Taltola, Kolkata- 700016, represented by its Designated Partner **SYED ABRAR IMAM** son of Syed Mohammed Nemet Imam residing at 72, Tiljala Road, BL-V, Flat No. 4A, GobindaKhatick Road, Kolkata 700046, Police Station - Tiljala, Post Office - GobindaKhatick Road (**having PAN- AAHPI8261L, Aadhaar No. 6744 0235 7855**), hereinafter referred to as the“**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **SECOND PART**.

[The Owners and the Promoter shall jointly and collectively be referred as the “**TRANSFERORS**” for the purpose of brevity and where the context so permits it shall refer to only such of it as is concerned with the relevant matter(s)/issue(s).]

AND

[If the Allottee is an Individual]

_____, son of [●], (**PAN: [●]**) (**Aadhaar No: [●]**), residing at Post Office: [●], Police Station: [●], Pincode[●] (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representatives, executors, administrators, successors and/or permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Company]

_____ (**CIN [●]**) (**PAN [●]**); a company within the meaning of the Companies Act, 2013, having its registered office situated at [●], Post Office: [●], Police Station: [●], Pincode[●], represented by its Director/Authorized Representative/Authorized Signatory [●] (**PAN [●]**) (**Aadhaar No. [●]**), son of [●], working for gain/residing at [●], Post Office: [●], Police Station: [●], Pincode[●], authorized *vide* board resolution dated [●], (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a LLP]

_____ (**LLPIN [●]**) (**PAN [●]**); a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, having its registered office situated at [●], Post Office: [●], Police Station: [●], Pincode[●], represented by its

Designated Partner [●](PAN [●]) (Aadhaar No. [●]), son of [●], residing at [●],
 Post Office: [●], Police Station: [●], Pincode[●], authorized *vide* resolution of the
 Partners dated [●], (hereinafter referred to as the “ALLOTTEE”, which expression
 shall unless repugnant to the context or meaning thereof mean and include its successors-
 in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Partnership]

_____ (PAN: [●]), a partnership firm established under the Indian
 Partnership Act, 1932 and having its office at [●] Post Office: [●], Police Station [●],
 Pincode[●], represented by its Partner [●](PAN: [●]), (Aadhaar No: [●]), son of
 [●] and residing at [●] Post Office: [●], Police Station [●], Pincode[●] authorized
vide resolution of the Partners dated [●], (hereinafter referred to as the “ALLOTTEE”,
 which expression shall unless repugnant to the context or meaning thereof mean and
 include the partners of the firm for the time being and/or those who may be taken in
 and/or admitted as partner and/or partners and their respective heirs, legal
 representatives, executors, administrators, successors and permitted assigns) of the
THIRD PART.

[OR]

[If the Allottee is a Trust/Society]

_____ (PAN: [●]), a trust/society established under the Indian Trusts
 Act, 1882/Societies Registration Act, 1860 and having its office at [●] Post Office:
 [●], Police Station [●], Pincode[●] and represented by its _____,
 [●](PAN: [●]), (Aadhaar No: [●]), son of [●] and residing at [●] Post Office: [●],
 Police Station [●], Pincode[●], (hereinafter referred to as the “ALLOTTEE”, which
 expression shall unless repugnant to the context or meaning thereof mean and include all

the trustees of the trust for the time being/all the members of the governing body of the society/ trust for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an HUF]

_____([PAN: [●]), (Aadhaar No: [●]),son of [●], residing at [●]
Post Office: [●], Police Station [●], Pincode[●]for self and as the *Karta* of the Hindu Joint *Mitakshara* Family known as [●]HUF(PAN: [●]), having its place of business/residence at residing at [●] Post Office: [●], Police Station [●], Pincode[●](hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

[The Transferors and the Allottee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.]

WHEREAS:

- A. The Ownersare absolutely and lawfully entitled to the land parcels more fully and particularly described in **Schedule A** hereto (hereinafter referred to as the “**Said Land**”) and is fully seized and possessed of and otherwise fully and sufficiently entitled to the Said Land. The devolution of ownership rights in favour of the Ownersin respect of the Said Land is as mentioned in **Schedule B** hereto.
- B. The Owners desired to develop the Said Land and for that purpose had approached the Promoter with the proposal of development of the Said Land wherein the Owners agreed to permit the Promoter to exercise all rights, powers and authorities to develop the Said Land at its own cost and expenses.

- C. The Owners and the Promoter have entered into the Development Agreement dated ____-____-, _____ registered at the office of _____ in Book No. ____, Volume No. _____, Page Nos. _____ to _____, Being No. _____ for the year _____ for the purpose of development of the Said Land ("**Development Agreement**"). Pursuant to the Development Agreement, a power of attorney dated _____ has been executed by the Owners in favour of the Promoter which has been registered at the office of the _____, in Book No. ____, Volume No. _____, Page Nos. from _____ to _____, being No. _____ for the year ____ ("**Power of Attorney**").
- D. The Said Land is earmarked for the purpose of building a residential-cum-commercial project having ground plus twenty three (G+23) storied building (hereinafter referred to as the "**Building**") comprising of various commercial units, apartments, common areas and other facilities out of which the Promoter has decided to reserve the demarcated spaces on _____ floor to _____ floor of the Building for commercial purpose (hereinafter referred to as the COMMERCIAL SEGMENT) and the remaining for residential apartments (hereinafter referred to as the RESIDENTIAL SEGMENT) and the project has been named "**The burj**" (the Said Land with the Building to be constructed thereon is hereinafter collectively referred to as the "**Project**").
- E. The Promoter has obtained the Sanctioned Plan vide Building Plan No. vide Building Permit No. _____ dated _____ for the Project from the Kolkata Municipal Corporation ("**KMC**").
- F. The Promoter agrees and undertakes that it shall not make any changes to the Sanctioned Plan except in compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 (as applicable to the State of West Bengal) ("**Act**") and other laws as may be applicable and/or as provided herein.
- G. The Project has been registered under the provisions of the Act read with the West Bengal Real Estate (Regulation and Development) Rules, 2021 ("**WBREDA Rules**") with the West Bengal Real Estate Regulatory Authority ("**Authority**") at Kolkata under Registration No. [●], which is valid till [●].
- H. The Transferors are fully competent to enter into this Agreement.

- I. The Allottee had applied for a flat, right to use ___ no(s). of car parking spaces in the Project vide his/her/their/its application bearing No. _____ dated [●] (“**Application**”).
- J. On the basis of the Application of the Allottee and in view of the terms and conditions accepted by the Allottee under the Application, the Promoter has provisionally allotted the following in favour of the Allottee vide provisional allotment letter bearing No. _____ dated _____:
- (a) the Flat (more fully and particularly described in **Part I of Schedule E**);
- (b) the right to use ___ nos. [Car Parking Space(s)] (more fully and particularly described in **Part II of Schedule E**); and
- K. The tentative floor plan of the Flat is annexed hereto and marked as **Schedule D**.
- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- M. The Allottee has independently examined and/or verified and/or caused to be examined and verified and is fully aware of, has accepted and is thoroughly satisfied about the following:
- (i) The title of the Owners to the Said Land and the documents relating thereto;
- (ii) The size, nature, condition and extent of the Said Land;
- (iii) The ownership right, interest and/or entitlement of the Owners in respect of the Said Land and the Apartment;
- (iv) The Sanctioned Plan and all other necessary sanctions, approvals and permissions required for the Project;

- (v) Clause 34 of this Agreement;
 - (vi) The right, interest and entitlement of the Promoter as the developer in respect of the Said Land;and
 - (vii) The Carpet Area, Built-up Area and Super Built-up Area of the Apartment.
 - (viii) The various facilities and/or amenities comprised in the Residential Segment.
 - (ix) The Purchaser confirms and undertakes that the Purchaser shall have not have any right whatsoever in respect of any of the parts and portions of the Commercial Segment including the exclusive common areas pertaining exclusively to the Commercial Segment.
- N. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so. Notwithstanding anything to the contrary contained elsewhere, it is expressly acknowledged and agreed by the Allottee that prior to entering into this Agreement and prior to making any payment, the Allottee has read and understood the terms, conditions, covenants, stipulations and restrictions contained in this Agreement, which shall be binding onhim/her/them/it.
- O. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to theProject.
- P. 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.
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties the Transferors hereby agrees

Flat

to transfer

and sale and the Allottee hereby agrees to purchase the Apartment, more fully described in **Part I** of **Schedule E** for residential purposes together with the Car Parking Space(s) more fully described in **Part II** of **Schedule E**.

[The Flat and the right to use the Car Parking Spaces are hereinafter collectively referred to as the “**Apartment**”].

- R. Unless defined in the body of the Agreement, capitalized terms used herein shall have the meanings assigned to such terms in **Schedule K**.

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 Transferors agree to transfer and sell to the Allottee and the Allottee hereby agrees to purchase the Apartment more fully described in **Schedule C** for residential purposes.
- 1.2. The Total Price for acquisition of the Apartment based on the carpet area thereof is INR [●] (Indian National Rupees [●] only (“**Total Price**”) as summarized below and payable as per the Payment Plan mentioned in **Schedule C**. In addition to the Total Price, the Allottee shall also be required to pay the Extra Charges and the Deposits provided in **Parts I** and **II** of **Schedule I** hereunder:

Floor	[•]	<i>Explanation:</i> (i) The Total Price above includes the Booking Amount (defined below) paid by the Allottee towards acquisition
Flat No.	[•]	
Details of areas		
Particulars	Area (sq. ft.)	
Flat (Carpet Area)	[•]	
Carpet Area of the Balconies comprising of:		
i) regular balcony(ies), if any	[•], [•] and [•]	
ii) triple height balcony(ies), if any	[•], [•] and [•]	
iii) kitchen/service balcony, if any	[•]	
iv) private open terrace, if any	[•]	
Flat (Built-up Area including all Balconies)		
Car Parking Space(s)		
Type	Location	
Covered	[•]	
Open	[•]	
Apartment Consideration		

n of the Apartment.

- (ii) The Total Price above excludes Extra Charges, Deposits, taxes (consisting of tax paid or payable by way of G.S.T., C.G.S.T, S.G.S.T, I.G.S.T, if any as per Applicable Law, and cess or any other similar taxes and levies which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and/or the execution of the deed of conveyance, whichever is earlier.

Provided that all the applicable taxes and levies shall be payable by the Allottee to the Promoter. Further in case there is any change/

modification in the taxes and levies payable by the Allottee, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification.

- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount of the installments of the Total Price payable as stated in (i) above and the Allottee shall make the payment demanded within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide on written request to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies, etc. have been imposed or become effective.
 - (iv) The Total Price of the Apartment includes the cost of construction of the Common Areas, Amenities and Facilities (more fully described in **Schedule F**) as mentioned in this Agreement.
- 1.3. The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of any increase in area and/or the development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4. The Allottee shall make the payment of the Total Price as per the payment plan set out in **Schedule E** (“**Payment Plan**”).
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective installment may be preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the Sanctioned Plan, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule G** in respect of the Apartment except as agreed upon, without the previous written consent of the Allottee and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee:

Provided that the Promoter may, acting in its sole discretion, make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Sanctioned Plan so long the same does not affect the Apartment intended to be transferred by way of sale in favour of the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.

- 1.7. The Promoter shall confirm the final carpet area and the built up area that have been allotted to the Allottee after the construction of the Building is complete and the Partial or Full Completion Certificate is granted by the KMC, by furnishing details of the changes, if any, in the carpet area and the built-up area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area (beyond the agreed tolerable deviation) then the Promoter shall refund the excess money paid by Allottee within 45 (fortyfive) days with interest at the rate specified in Rule 17 of the WBRERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted and sold to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

- 1.8. Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Transferors agree and acknowledge that the Allottee shall have ownership rights in respect of the Apartment as mentioned herein:

- (i) The Allottee shall have exclusive ownership rights in respect of the Flat and the exclusive right to use the Car Parking Space. The allotment of the Car Parking Space shall be made by the Promoter after issue of the Completion Certificate by KMC and such allotment shall be made by the Promoter at its sole discretion.
- (ii) The Allottee understands and acknowledges that the Building is divided in two segments namely the Residential Segment and the Commercial Segment which are to remain completely independent and autonomous of each other excepting that there would be certain General Common Elements which are to remain for common use and enjoyment of the owners and occupiers of the Residential Segment and the Commercial Segment (hereinafter referred to the **GENERAL COMMON ELEMENTS** details whereof will appear from **PART I of SCHEDULE F** hereunder written) and the other common parts and portions which are to remain for common use and enjoyment of the co-owners the Residential Segment only are more fully and particularly mentioned and described in **PART II of SCHEDULE F** hereunder written and are hereinafter referred to as the **RESIDENTIAL SEGMENT COMMON ELEMENTS** [For the sake of brevity **GENERAL COMMON ELEMENTS** and **RESIDENTIAL SEGMENT COMMON ELEMENTS** are collectively referred **Common Areas, Amenities and Facilities**]. Accordingly, the Allottee shall also have the right to use of the Common Areas, Amenities and Facilities along with other allottees/occupants of the Project and the Transferors, without causing any inconvenience and hindrance to him/her/it/them and as per rules made in this respect including the House Rules (more fully described and defined in **Schedule H**). Since the right to use of the Allottee in the Common Areas, Amenities and Facilities is undivided and cannot be divided or separated, the Allottee shall use the Common Areas, Amenities and Facilities along with the Transferors, other allottees and occupants, without causing any inconvenience or hindrance to it/them and subject to making timely payment of the Maintenance Charges, property taxes and other liabilities and charges as applicable. It is clarified that the Promoter shall hand over and convey the Common Areas, Amenities and Facilities to the Association after duly obtaining the

completion/occupancy certificate from KMC as provided in the Act.

- (iii) That the computation of the price of the Apartment includes recovery of price of the land and the construction of not only the Apartment but also the Common Areas, Amenities and Facilities and includes cost for providing all facilities and specifications to be provided within the Project as mentioned in **Schedules G and F**. The Allottee has also agreed to make timely payment of the Extra Charges and Deposits more fully described in **Schedule I**. The Extra Charges and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

- 1.9. It is made clear by the Transferors and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.
- 1.10. It is understood by the Allottee that all other areas, that is, areas and facilities falling outside the Project and/or not specifically included in the Common Areas, Amenities and Facilities under this Agreement 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 (as amended from time to time).
- 1.11. The Promoter agree(s) to pay all outgoings relating to the Apartment before selling/transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including municipal or other local taxes, charges for water or electricity, Maintenance Charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the Apartment and such other proportionate 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 Allottee or any liability, mortgage loan and interest thereon before selling/transferring the physical possession of the

Apartment to the Allottee, then the Promoter agrees to be liable, even after the sale/transfer of physical possession of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.12. The Allottee has paid a total sum of INR [●] (Indian National Rupees [●]) as Booking Amount being part payment towards the Total Price of the Apartment at the time of the Application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan mentioned in **Schedule C** whether demanded by the Promoter or not, within the time and in the manner specified therein

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

2. MODE OF PAYMENT:

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones (subject to Force Majeure and other events beyond the Promoter's control), the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques/demand drafts/banker's cheques payable at Kolkata or through RTGS/online payment (as applicable) in favour of the Promoter as per the bank account details provided herein below:

Beneficiary Name:

Bank:

Account No.:

Branch:

IFSC Code:

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Transferors and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), 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 for sale/transfer of immovable properties in India etc. and provide the Transferors with necessary declarations, documents, permissions, approvals, etc. any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian National Rupees only. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Transferors accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Transferors be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Transferors fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Transferors immediately and comply with necessary formalities if any under the applicable laws. The Transferors shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Transferors shall issue the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the Transferors as well as the Allottee. The Promoter shall take steps to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the Common Areas, Amenities and Facilities to the Association after receiving the partial/ full Completion Certificate from KMC subject to events of Force Majeure. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/ her/ it and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan morefully described in **Schedule C** hereunder written.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen and accepted the Sanctioned Plan, proposed layout plan, amenities and facilities of the Apartment and accepted the floor plan which has been approved by the KMC, the Total Price and Payment Plan mentioned in **Schedule C** and the Extra Charges and Deposits as morefully mentioned in **Schedule I** and the Specifications and the Common Areas, Amenities and Facilities and specifications, mentioned in **Schedules G and F**. 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 Act and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1. Schedule for possession of the Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the

Agreement. The Promoter, based on the approved Sanctioned Plan and specifications, assures to hand over possession of the Apartmenton _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, quarantine restrictions, lockdowns, non-functioning of any statutory or regulatory bodies, court order, injunction, any calamity caused by nature affecting the regular development of the Project and/or any other event which is beyond the reasonable control of the Promoter (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promotershall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoterto implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promotershall refund to the Allottee the entire amount received by the Promoterfrom the Allottee within 45 (forty five) days from that date. After refund ofthe money paid by the Allottee agrees that he/she/they/it shall not have any rights, claims, etc. against the Promoter and/or the Apartmentand that the Promotershall be released and discharged from all their obligations and liabilities under this Agreement.

- 7.2. Procedure for taking Possession: The Promoter, upon issue of the partial or full Completion Certificate by the KMC and upon grant of the permissions, shall offer in writing (“**Notice for Possession**”) the possession of the Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within 90 (ninety) days from the date of the partial or full Completion Certificate by the KMC. The Allottee shall be required to take possession of the Apartment within 60 (sixty) days of issuance of the Notice for Possession failing which the Allottee shall be deemed to have taken possession of the Apartment. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities or documentation on part of the Promoter. The Allottee agree(s) to pay the Maintenance Charges as determined by the Promoter/Association, as the case may be, from the date of taking possession and/or deemed possession as above.
- 7.3. Failure of Allottee to take possession of the Apartment: Within 60 (sixty) days from receiving the Notice of Possession as per Clause 7.2, the Allottee shall

take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall be deemed to have taken possession of the Apartment and shall be liable to pay Maintenance Charges, as applicable. Further, in the event the Allottee fails to take possession of the Apartment or fails to execute and register the Deed of Conveyance within 60 (sixty) days from receiving the Notice of Possession, in addition to paying the Maintenance Charges, the Allottee shall be liable to an additional sum of Rs. 50,000/- (Rupees Fifty Thousand only) per month as guarding charges. Such guarding charges shall be payable along with the final installment at the time of execution and registration of the Deed of Conveyance.

- 7.4. Possession by Allottee: After obtaining the partial/full Completion Certificate and handing over physical possession of the apartments/units to all the allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, Amenities and Facilities, to the Association, as per the local Applicable Laws.
- 7.5. Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his/ her/ its 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 Transferors, the Transferors herein are entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Transferors to the Allottee within 45 (forty five) days of such cancellation.

- 7.6. Compensation: The Owners shall compensate the Allottee in case of any loss caused to him/her/them/it due to defective right title or interest in respect of the Said Land that is known to the Owners but has not been disclosed to the Allottee or the Promoter or which the Allottee or the Promoter could not have discovered despite due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this

Agreement and/or otherwise required under Applicable Law. 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. [It is further made clear that the Promoter shall not have any liability regarding the title right or interest since the same is the responsibility, obligation and liability solely of the Owners.]

Except for occurrence of a Force Majeure event, if the Transferors fail to complete or are unable to give possession of the Apartment (i) in accordance with the terms of this Agreement within the date specified in Clause 7.1; or(ii) due to discontinuance of the Promoter's business on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Transferors, the Transferors shall be liable on written demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by them towards the Total Price of the Apartment, with interest at the rate specified in Rule 17 of the WBRERA Rules which shall be deemed to include compensation provided under the Act within 45 (fortyfive) days of it becoming due or within such further time as may be agreed between the Parties.

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Transferors interest at the rate specified in Rule 17 of the WBRERA Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Transferors to the Allottee within 45 (forty five) days or any extended period of time of it becoming due. Any interest or compensation payable to the Allottee may be adjusted against the interest receivable by the Transferors from the Allottee for delayed payment in terms of this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF THE TRANSFERORS:

The Transferors hereby represent and warrant to the Allottee as follows:

- 8.1. The Owners have marketable title with respect to the Said Land. The devolution of ownership of the Owners in respect of the Said Land is as mentioned in **Schedule B** hereunder written.
- 8.2. The Owners have actual, physical and legal possession of the Said Land for the

Project and the same has been made available to the Promoter for the purpose of development and construction pursuant to the Development Agreement;

- 8.3. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 8.4. There are no encumbrances upon the Said Land and/or the Apartment;
- 8.5. To the best of the Transferor's knowledge, there are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment;
- 8.6. All approvals, licenses and permits issued by the KMC and/or other statutory or local authorities with respect to the Project, Said Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Transferors have been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, the Said Land, Building, Apartment and Common Areas, Amenities and Facilities;
- 8.7. The Transferors have the requisite and necessary right to enter into this Agreement and neither of them have committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 8.8. The Transferors have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- 8.9. The Transferors confirm that the Transferors are not restricted in any manner whatsoever from selling/transferring the Apartment to the Allottee in the manner contemplated in this Agreement;
- 8.10. At the time of execution of the proposed deed of conveyance, the Transferors shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee;

- 8.11. The Said Land or the Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Apartment;
- 8.12. The Transferors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Land including the Project and the Apartment to the authority till the partial or full Completion Certificate is issued;
- 8.13. 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 Apartment) has been received by or served upon the Transferors in respect of the Said Land and/or the Project and/or the Apartment, to the best of their knowledge; and
- 8.14. The Said Land is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1. Subject to the Force Majeure events and subject to the Allottee having complied with all his/her/their/its obligations under this Agreement, the Transferors shall be considered under a condition of default, in the following events:
- (i) Transferors fail to offer to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1. For the purpose of this paragraph 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects.
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2. In case of default by the Transferors under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Transferors as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any penal interest;or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Transferors shall be liable to refund the entire money paid by the Allottee towards the Total Price for sale/transfer of the Apartment, along with interest at the rate specified in Rule 17 of the WBRERA Rules within 45 (fortyfive) days of receiving the termination notice or within such further time as may be agreed between the Parties. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable. If, however, the Allottee does not withdraw from the Project within 45 (fortyfive) days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/her/it shall be paid, by the Transferors, interest at the rate specified in Rule 17 of the WBRERA Rules, for every month of delay till the handing over of the possession of the Apartment.

9.3. The Allottee shall be considered under a condition of default, on the occurrence of *inter alia* the following events:

- (i) In case the Allottee fails to make payments of the demands made by the Transferors as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Extra Charges and Deposits under **Schedule I** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Transferors on the unpaid amount at the rate specified in Rule 17 of the WBRERA Rules for the period

of delay.

- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Transferors in this regard, the Transferors may cancel the allotment/Agreement of the Apartment in favour of the Allottee and refund the money paid to the Transferors by the Allottee towards the Total Price by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Transferors shall be free to deal with, dispose of and/or transfer the Apartment to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable. In addition, in the event of cancellation/ termination of this Agreement by the Transferors, the Allottee shall be deemed to have appointed the Transferors as his/her/ its attorney-in-fact and attorney-in-law authorizing the Transferors to execute and if required, register the Deed of Cancellation on behalf of the Allottee.

10. SALE/TRANSFER OF THE APARTMENT:

The Transferors, on receipt of Total Price of the Apartment as per Clause 1.2 and the Extras and Deposits as mentioned in **Schedule I** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the Apartment including Maintenance Charges, electricity charges, property and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his/her/their/its obligations under this Agreement or otherwise under Applicable Law shall execute a deed of conveyance in respect of the Apartment with the right to use the said Car Parking Space and the Common Areas, Amenities and Facilities within 3 (three) months from the date of issuance of the Completion Certificate.

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses and/or legal expenses within the period mentioned in the notice, the Allottee authorizes the

Transferors to withhold registration of the proposed deed of conveyance in his/her/their/itsfavour till full and final settlement of all dues and payment of stamp duty and registration charges and incidental expenses to the Transferors is made by the Allottee for which the Allottee shall remain solely responsible. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authorities.

11. MAINTENANCE OF THE PROJECT/BUILDING/APARTMENT:

The Promoter shall be responsible to provide and maintain essential services in the Project including the Building till the same is taken over by the Association. The cost of such maintenance i.e., Maintenance Charges has not been included in the Total Price of the Apartment and the same shall be paid by the Allottee as intimated with the Promoter upon demand. The liability of the Allottee to pay the Maintenance Charges shall commence from the date on which the Allottee takes possession or is deemed to have taken possession of the Apartment, as applicable.

It is clarified that the Transferors shall not be required to or otherwise be called upon by the allottees to pay Maintenance Charges for any unsold units/ saleable spaces in the Project.

12. DEFECTLIABILITY:

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 this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handover of possession of the Apartment, 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.

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

The Allottee has agreed to purchase the Apartment on the specific understanding that his/her/their/its right to the use of Common Areas, Amenities and Facilities shall be subject to timely payment of Maintenance Charges, as determined and thereafter billed by the Promoter/Maintenance Agency/Association and performance by the Allottee of all his/her/their/its obligations in respect of the terms and conditions specified by the Promoter/Maintenance Agency/Association, from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas, Amenities and Facilities mentioned in **Schedule F** as also the garages/covered parking spaces (including the Car Parking Space) for providing necessary maintenance and repair services and the Allottee agrees to permit the Promoter/Maintenance Agency/Association to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

15. USAGE:

Use of the Common Areas, Amenities and Facilities: The Common Areas, Amenities and Facilities pertaining to the Residential Segment as located within the Project, shall be earmarked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment, etc. and other permitted uses as per the Sanctioned Plan. The Allottee shall not be permitted to use the services areas and common areas pertaining to the Commercial Segment in any manner whatsoever, and some areas shall be reserved for use by the Association formed for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building and/or the Project, or the Apartment or the Common Areas, Amenities and Facilities which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and shall keep the 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 Building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she/they/it would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, Building and/ or the Common Areas, Amenities and Facilities. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building and/or the Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.
- 16.3 The Allottee shall plan and distribute his/her/their/its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by it. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or House Rules mentioned in **Schedule H** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Allottee is entering into this Agreement for allotment of the Apartment with

the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. After the Allottee has taken over possession of the Apartment, the Allottee hereby undertakes that he/ her/ it shall comply with and carry out, from time to time, all the requirements, requisitions, demands and repairs which are required by any competent authority at his/her/their/its own costs.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project except for as provided in the Act and this Agreement including the clauses herein.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFFECTING THE FINAL RIGHT OF THE ALLOTTEE:

The Promoter shall be entitled to mortgage the Said Land for the purpose of implementation of the Project and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the Apartment. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project upon mortgaging the Said Land. For obtaining such loans and/or financial assistance from banks/financial institutions/housing finance companies or corporate bodies, the Promoter shall be entitled to create charge and/or mortgage in respect of the Said Land and/or the Project in favour of the banks/financial institutions/housing finance companies or corporate bodies granting such loans. However, on or before the execution of the proposed deed of conveyance in respect of the Apartment, a release/no objection/clearance shall be obtained by the Promoter. Similarly, the Allottee shall be entitled to take housing loans for the purpose of purchasing the Apartment in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement.

20. APARTMENT OWNERSHIPACT:

The Transferors have assured the Allottee that the Project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 (as amended from time to time).

21. BINDINGEFFECT:

Forwarding this Agreement to the Allottee by the Transferors does not create a binding obligation on the part of the Transferors or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registration authority as and when intimated by the Transferors. If the Allottee fails to execute and deliver to the Transferors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Transferors, then the Transferors shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Transferors and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that in such case the Allottee shall not be entitled to any interest or compensation whatsoever.

22. ENTIREAGREEMENT:

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 previous assurances, representations, brochures, advertisements including through digital/electronic media, correspondence, negotiations, understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the Apartment.

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties. Any document containing any additions, modifications, amendments, consents or variations accepted by the Parties shall be valid and binding irrespective of whether the same is registered or not.

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent allottees/ transferees/ assigns/ occupiers of the Apartment, in case of a sale/transfer/ letting out that is validly made with the prior written consent of the Transferors, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

- 25.1 The Transferors may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan as mentioned in the **Schedule C** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Transferors in the case of one Allottee shall not be construed to be a precedent and/or binding on the Transferors to exercise such discretion in the case of other allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Transferors being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Transferors. The Allottee may also, at his/her/their/its sole option and discretion, without prejudice to his/her/their/its rights as set out in this Agreement, waive any breach or delay by the Transferors including waiving the delay in completion and/or handover of

possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

- 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 and/or the Rules and/or 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 the Act and/or the Rules and/or Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions and steps, in addition 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 or on behalf of the Transferors through their/its respective authorized signatory/constituted attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Transferors and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub-Registrar, Additional District Sub-Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

30. NOTICES:

All notices to be served on the Allottee and the Transferors as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Transferors by Registered Post with A.D. and/or E-mail at his/her/their/its respective addresses specified below:

For the Allottee:

Name: [●]
 Address: [●]
 Contact No.: [●]
 Email: [●]

For the Owners:

Name: [●]
 Address: [●]
 Contact No.: [●]
 Email: [●]

For the Promoter:

Name: [●]
 Address: [●]
 Contact No.: [●]
 Email: [●]

It shall be the duty of each Party to inform the other Parties of any change in address subsequent to the execution of this Agreement in the above address by Registered Post with A.D. or E-mail within 15 (fifteen) days from such change of address of the concerned Party, failing which all communications and letters posted at the above address shall be deemed to have been received by each Party, as the case may be.

31. JOINT ALLOTTEES:

That in case there are joint Allottees all communications shall be sent by either of the Transferors to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the joint Allottees.

The application form on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any Party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the signing of this Agreement.

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 WBRETA 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 referred to

Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The Parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

34. ADDITIONAL TERMS

The additional terms mentioned below have been discussed, negotiated and thereafter mutually agreed upon as per the contractual understanding between the Parties. Such additional terms are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the WBRERA Rules and Regulations made thereunder. Notwithstanding anything to the contrary contained hereinbefore, the Parties have mutually agreed to the following terms which shall be valid and binding on them/it in addition to and/or in modification/supersession of those contained hereinbefore:

- 34.1. Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas, Amenities and Facilities and/or the Apartment as may be deemed necessary and/or as may be advised by the Architect and/or as may be required by any authority and the same is and shall be deemed to be the previous written consent under the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas, Amenities and Facilities mentioned in **Schedule F** shall not be reduced to the detriment of the Allottee.
- 34.2. The decision of the Architect regarding the quality and specifications of the materials and the workmanship regarding construction and completion shall be final and binding on the Parties.

- 34.3. With effect from the date of possession and/or the date of expiry of the Notice of Possession mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself/ herself/ itself in all respects including the Sanctioned Plan, the construction and the quality, specifications and workmanship thereof, the carpet area, built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Common Areas, Amenities and Facilities including the General Common Elements and Residential Segment Common Elements (however shall have no right on the common areas pertaining exclusively to the Commercial Segment), the Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 34.4. From the date of possession and/or the date of the Allottee deemed to have taken possession of the Apartment as mentioned in Clause 7.2, the Allottee shall be liable to pay all Maintenance Charges, outgoings including the monthly charges for use of electricity to the Apartment as per sub-meter/independent meter installed for the same within 7 (seven) days of issue of bill.
- 34.5. After the date of possession (i.e., date of possession and/or the date of deemed possession as mentioned in Clause 7.2) or within 30 (thirty) days from the date of execution of the proposed deed of conveyance, whichever is earlier, the Allottee shall apply for mutation to the authorities and shall take all necessary steps and complete the mutation of the Apartment in the Allottee's name within 6 (six) months.
- 34.6. All payments shall be made by the Allottee against proper receipts issued by the Promoter and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.
- 34.7. The Tax Deductible at Source ("TDS") under section 194 IA of the Income Tax Act, 1961 shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
- 34.8. In case of the Allottee committing any delay or default in any payment to be

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

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

34.10. Area Calculations:

- (i) Carpet Area of Apartment: The carpet area for the Apartment or any other apartment shall mean the net usable floor area of such apartment, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Apartment.
- (ii) Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the apartment.

(iii) Open Terrace Area: The net usable area of the exclusive open space (if any) attached to the Flat.

(iv) Built-up Area: The built-up area for any flat shall mean the carpet area of such flat and balcony area and/or open terrace area and 100% (one hundred percent) of the external walls of the flat and 50% (fifty percent) of the area covered by those external walls which are common between such flat and any other flat.

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

34.12. Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottee upon such revision.

34.13. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the parking spaces to any other allottee nor to disturb the use of the allotted parking space by the concern allottee.

34.14. In as much as the Building is divided in two segments namely the Commercial Segment and the Residential Segment. The said Commercial Segment and the said Residential Segment for all purposes are to remain completely independent and autonomous of each other excepting that certain General Common Elements are to remain for common use and enjoyment of the owners and occupiers of both the two segments; the Residential Segment and the Commercial Segment. Notwithstanding anything mentioned herein, it may be clarified that during emergency no restriction of use of the common parts and portions of the Commercial Segment and the Residential Segment shall be applicable.

Although the Commercial Segment and the Residential Segment shall be independent of each other, an Association shall be formed by owners/occupiers of both the Commercial Segment and the Residential Segment after completion

of the Project as the Developer may deem fit and proper. The Developer shall cause such Association to be formed and it shall be incumbent upon all the owners/occupiers of the Building to become a member of Association, and to pay, upon demand and at any time before taking hand over of the Apartment in terms of and subject to the provisions of this Agreement, the necessary subscription and/or membership charges, fees etc. together with the proportionate costs and expenses for the formation of the same, as ascertained by the Developer, and the Purchaser hereby authorize(s) and empower(s) the Developer to take all necessary steps in respect thereof, it being clarified that without becoming a member of the Purchaser shall not be entitled to avail of the various facilities and/or utilities at the Residential Segment including but not limited to the Common Areas And Facilities pertaining to the Residential Segment. Further, the Purchaser shall be bound to and undertake(s) to abide by and comply with all the rules and regulations as may be framed and/or made applicable by Developer on all the End Users including the Purchaser and all the occupiers of the Building.

The Association, when formed, shall be owned and controlled by the owners/occupiers of the Residential Segment and the Commercial Segment proportionately and all its decisions shall be by majority of votes according to proportionate interest/share, and not number of members. The owners/occupiers (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the Deeds of Conveyance executed by the Seller in favour of the Unit Owners.

It may be clarified that the billing for the maintenance of the Commercial Segment and the Residential Segment shall be done separately by the maintenance agency since both the segments are independent and autonomous of each other.

34.15 The Promoter shall however not be liable to rectify any defect occurring under the following circumstances:

- (v) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes.
- (vi) If there are changes, modifications or alteration in electrical lines and wirings after possession has been given to the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations.
- (vii) If there are changes, modifications or alterations in doors, windows or other related items, then the Allottee will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations.
- (viii) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter.
- (ix) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above, the Promoter shall get it rectified at its own cost.
- (x) If the materials and fittings and fixtures provided by the Promoter or other vendors are not being maintained by the Allottee or its agents in

the manner in which same is required to be maintained or have been tampered with or fitted or refitted in non-compliance or ignorance of the product use requirements, product maintenance requirements or annual maintenance requirements as per the manufacturer's guidelines for such material or fittings.

- (xi) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas, Amenities and Facilities and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- (xii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- (xiii) If the annual maintenance contracts and other licenses are not validly maintained by the Association.
- (xiv) Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in Clause 12.1 hereinabove.

The Allottee agrees that in case of any major structural alterations, changes and/or modifications are carried out by the Allottee in respect of the Apartment (save and except minor renovation and interior work), the Promoter's obligation under Clause 12.1 above shall cease to have effect and the Allottee shall be deemed to have waived its right to avail the remedy provided in Clause 12.1 above.

34.16 Taxes and Outgoings: The Allottee binds himself/herself/their selves/itself and covenants to bear and pay and discharge the following amounts,

taxes, expenses and outgoings (“**Taxes and Outgoings**”):

- (i) Property tax and/or Municipal rates and/or other taxes/levies and water tax, (if any,) assessed on or in respect of the Apartment and Car Parking Space (if any) and/or any other component related to the Apartment directly to the KMC and any other appropriate authority provided that so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter/Maintenance Agency/Association the proportionate share of all such rates and taxes assessed on the Said Land.
- (ii) All other taxes, impositions, levies, cess and outgoings, betterment fees, development charges and/or levies under any statute, rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or any component thereof or the Building and/or the Common Areas, Amenities and Facilities and/or the Said Land, and whether demanded from or payable by the Allottee or the Promoter/Maintenance Agency/Association and the same shall be paid by the Allottee wholly in case the same relates to the Apartment and proportionately in case the same relates to the Building or the Said Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Apartment.
- (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Apartment against demands made by the concerned authorities and/or the Promoter/Maintenance Agency/Association and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Apartment or any part thereof, wholly and if in common with the other Allottees, proportionately to the Promoter/Maintenance Agency/Association or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses to the Promoter/Maintenance Agency/Association from time to time payable

for the Project and the Common Areas, Amenities and Facilities excluding the common expenses solely attributable to the Commercial Segment. The rates of the Common Expenses shall be subject to revision from time to time as be deemed fit and proper by the Promoter/Maintenance Agency/Association at its sole and absolute discretion after taking into consideration the common services provided.

- (vi) Parking facility maintenance charges for Parking Space to be decided later by the Promoter.
- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (viii) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
- (ix) All penalty surcharge, interest, costs, charges and expenses together with applicable taxes arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates, taxes, impositions and/or outgoings proportionately or wholly as the case may be.
- (x) All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Promoter/Maintenance Agency/Association within the 7th (seventh) day of each and every month for which the same becomes due and otherwise within 7 (seven) days of the Promoter/Maintenance Agency/Association leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Apartment. Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection or protest of any nature whatsoever. Part payment will not be accepted after the due dates.

- (xi) The Maintenance Charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas, Amenities and Facilities and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Promoter/Maintenance Agency/Association from time to time. Furthermore, the Maintenance Charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas, Amenities and Facilities and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

- (xii) The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date (defined below).

- (xiii) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the Maintenance Charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Promoter/Maintenance Agency/Association, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for 2 (two) months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and amenities and the Promoter/Maintenance Agency/Association shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his/her/their/it employees, guests, agents, tenants or licencees in respect of the Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in

respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

- (xiv) The Allottee shall be and remain responsible for and to indemnify the Transferors and the Association against all damages costs claims demands and proceedings occasioned to the Project and/or any other part of the Building at the Project or to any person due to negligence or any act, deed or thing made done or occasioned by the Allottee and shall also indemnify the Transferors against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Transferors as a result of any act, omission and/or negligence of the Allottee and/or the servants, agents, licensees or invitees of the Allottee and/or any breach and/or non-observance and/or non-fulfilment and/or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

34.17 Liability Commencement Date: In case the Promoter issues Notice for Possession to the Allottee to take possession of the Apartment and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the Notice for Possession or is in default in compliance of any of his/her/their/its other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Apartment on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings as per Clause 34.14 above in respect of the Apartment shall commence on the date of expiry of the time stipulated in the Notice for Possession as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the Apartment and remedies the concerned default and takes physical possession of the Apartment, the Allottee shall be liable for all consequences of failure of compliance of House Rules.

34.18 Common Expenses shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Building and the Project (except the apartments therein), including the Common Areas, Amenities and Facilities and the parking spaces.

- 34.19 In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform and/or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under Applicable Law, then the Transferors shall be entitled to issue a notice to the Allottee calling upon the Allottee to rectify, remedy, make good and/or set right the same within 30 (thirty) days from the date of issue of such notice. If the Allottee does not comply with the said notice to the satisfaction of the Transferors within the above time, then the Allottee shall be liable to pay to the Transferors compensation and/or damages that may be quantified by the Transferors and in default of such payment within 30 (thirty) days, the Transferors may terminate the allotment /Agreement of the Apartment in favour of the Allottee. In case of termination, the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.
- 34.20 It is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.
- 34.21 If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any apartment/flat or portion of the Building, then in that event the Allottee shall also be liable to pay to the Transferors compensation and/or damages that may be quantified by the Transferors.
- 34.22 It being further agreed and the Allottee expressly acknowledges, understands and agrees that in the event of cancellation or termination of the allotment of the Apartment in accordance with the terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottee and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoter.
- 34.23 Besides the aforesaid rights, the Transferors shall also be entitled to enforce any

other right to which the Transferors may be entitled to under Applicable Law by reason of any default or breach on the part of the Allottee.

- 34.24 The date stipulated in Clause 7.1 hereinabove is hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in Clause 7.1 hereinabove the Apartment is ready for hand over in terms of this Agreement, the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked *interalia* to the progress of construction, and the same is not a time linked plan.
- 34.25 The rights of the Allottee is limited to the Apartment and the right to use the Common Areas, Amenities and Facilities and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, contrary to the above or on any part or portion of the Commercial Segment including the common areas pertaining exclusively to the Commercial Segment.
- 34.26 It is agreed by the Allottee that no monetary adjustment shall be made for any reduction or increase, as the case may be, of upto an extent of 3% (three percent) of the Carpet Area vis-a-vis the Carpet Area of the Flat mentioned in this Agreement and such 3% (three percent) plus or minus shall and shall always be accepted by the Parties herein to be the tolerable limit of deviation.
- 34.27 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including Common Roof Area) of the Building, Project and/or other areas in the Building and/or the Project by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses and no one including the allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- 34.28 Save and except the right of obtaining housing loan, the Allottee shall not have any right or lien in respect of the Apartment till physical possession is made

over to him/ her/ it after payment of all amounts by the Allottee.

- 34.29 The deed of conveyance and all other papers and documents in respect of the Apartment and the Project shall be prepared and finalized by the Project Advocates (defined below) and the Allottee has agreed and undertaken to accept and execute the same within 15 (fifteen) days of being required by the Transferors after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Transferors may suffer.
- 34.30 The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the allottees without the participation of the Transferors shall not be recognised by the Transferors and shall not have any right to represent the allottees or to raise any issue relating to the Building and/or the Project. The maintenance of the Project shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) and upon such formation the Association shall be responsible for the maintenance of the Building and the Project and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Project to the Association, the Promoter shall transfer and make over the deposits, if any, that may have been made by the allottees, to the Association after adjusting its dues, if any.
- 34.31 All the allottees as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.
- 34.32 All papers and documents relating to the formation of the Association shall be prepared and finalized by the Promoter and the Allottee hereby consents to accept and sign the same.
- 34.33 The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers, etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not

be entitled to raise any objection thereto.

- 34.34 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the several deeds of transfer which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be *void abinitio*.
- 34.35 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all allottees of the Project including the Allottee herein.
- 34.36 The rights of the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule J** and the Allottee has irrevocably agreed to be bound by the same.
- 34.37 After expiry of the period provided in the Notice for Possession all costs, expenses and outgoings in respect of the Apartment including for Maintenance Charges, electricity charges, property taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the Apartment, shall become payable by the Allottee. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.
- 34.38 The certified copies of deeds relating exclusively to the Project that are available with the Transferors along with related documents and certified copy of Sanctioned Plan of the Building shall be handed over by the Transferors to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.
- 34.39 Without prejudice to the other provisions contained herein, from the date of offering the handing over of maintenance to the Association, the Transferors shall not have any responsibility whatsoever regarding the Building and the Project and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Project and/or

any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the allottees including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The allottees including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Transferors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Transferors and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

34.40 Until a deed of conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage and/or encumber and/or sale and/or nominate and/or alienate and/or dispose of or deal in any manner whatsoever with the Apartment and/or any portion thereof and/or any right therein and/or any rights and entitlements under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of this Agreement unless all the following conditions are compliedwith:-

- (i) A minimum period of 12 (twelve) months has passed from the date of this Agreement.
- (ii) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- (iii) The Allottee has made full payment of the Total Price, the Extra Charges and Deposits mentioned in **Schedule I** due or payable till the time of such Alienation including interest and penalties, if any.
- (iv) The Allottee has made payment to the Transferors a sum calculated at the rate of INR [●] (Indian National Rupees [●]) per square feet of Super

Built up Area on account of nomination charges of the Apartment or such further sum as may be decided by the Transferors as transfer charges (hereinafter referred to as “the **Transfer Charges**”). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any.

- (v) Prior consent in writing needs to be obtained from the Transferors regarding the proposed Alienation.
- (vi) Any additional income tax liability that may become payable by the Transferors due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination, shall be compensated by the Allottee paying to the Transferors agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

34.41 After the execution and registration of the proposed deed of conveyance, the Allottee may sell and transfer the Apartment subject to the following conditions:

- (i) The Apartment shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one purchaser(s), the same shall be done in their favour jointly and in undivided shares.
- (ii) The sale of the Apartment by the Allottee shall not be in any manner inconsistent with this Agreement and/or the proposed deed of conveyance and the covenants contained herein and/or the proposed deed of conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer the Apartment shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by and under Applicable Law and/or by virtue of this Agreement and/or the proposed deed of conveyance.

- (iii) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, property and other taxes etc. relating to the Apartment payable to the Promoter/Maintenance Agency/Association, the Authority and other concerned persons/entities are paid by the Allottee in full prior to the proposed deed of conveyance. Such dues, if any, shall in any event, run with such proposed deed of conveyance.

34.42 The obligation of the Transferors under this Agreement shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Extra Charges and Deposits mentioned in **Schedule I** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his/her/their/its obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.

SCHEDULE A

(SAID LAND)

ALL THAT messuages tenements hereditaments structures out-houses sheds and premises together with the piece and parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing an area of 68 Cottahs 1 Chitak more or less situate lying at and being Premises No. 113C Matheswaratala Road, Police Station Pragati Maidan (formerly Tiljala), Kolkata- 700046 within Ward No. 66 of Kolkata Municipal Corporation, in

the District of South 24 Parganas and delineated in the plan annexed hereto duly bordered thereon in “**RED**” and butted and bounded as follows:-

ON THE NORTH : by Premises No. 114F, Matheswaratala Road

ON THE SOUTH : by Park Cercus Connector

ON THE EAST : by Public Road

ON THE WEST : by Premises No. 113F, Matheswaratala Road

SCHEDULE B

(DEVOLUTION OF OWNERSHIP OF THE SAID LAND)

[To be added]

SCHEDULE C

(Payment Schedule)

Sl. No.	Particulars	Installment		Amount
1	On issue of booking letter (within 15 days)	10 %	0 Month	
2	On agreement (within 30 days from the date of EOI) + 50% Legal and Documentation charges	10 %	1 Month	
3	On Completion of Piling/foundation	10 %	4 Month	
4	On Completion of 1st floor casting	10 %	6 Month	
5	On Completion of 4th floor casting	5%	3 Month	
6	On Completion of 7th floor casting	5%	3 Month	
7	On Completion of 10th floor casting	5%	3 Month	
8	On Completion of 13th floor casting	5%	3 Month	

9	On Completion of 16th floor casting	5%	3 Month	
10	On Completion of 19th floor casting	5%	3 Month	
11	On Completion of 21th floor casting	5%	3 Month	
12	On Completion of 23th floor casting	5%	3 Month	
13	On Completion of brickwork of flat booked	5%	2 Month	
14	On Completion of flooring of flat booked	5%	2 Month	
15	On Completion of all sanitary fittings and flush doors	5%	2 Month	
16	On Possession/ or registration (whichever is earlier)	5%	1 Month	
	Total	100%	3.5 Years	

Note: An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts

SCHEDULE D

(FLOOR PLAN OF THE FLAT)

(To be annexed separately)

SCHEDULE E

**PART - I
(FLAT)**

All That the residential Flat No. [●] on the [●] floor in the Building being constructed on the Said Land forming part of the Project (described in **Schedule A**above), having a Carpet Area of [●] square feet more or less, Built up Area of [●] square feet more or less and Super Built Up Area of [●] square feet more or less, with the respective areas of the Balcony/Verandah and the Open Terrace, if any, being respectively [●] square feet more or less and [●] square feet more or less consisting of _____ rooms, _____ living room, _____ kitchen, _____ toilets .

**PART - II
(CAR PARKING SPACE)**

ALL THATthe right to use [●] ([●]) numbers of [covered/open] car parking space(s) on [●]([●]) floorof the Building being constructed on the Said Land forming part of the Project (described in **Schedule A**above) to be earmarked and/or to be identified and designated by the Promoter

The Plan of the Apartment (showing the Flat delineated in Red colour) and Car Parking Space (showing the Car Parking Space delineated in Blue colour) is on the floor plan being **Schedule D** below.

SCHEDULE F

(COMMON AREAS, AMENITIES AND FACILITIES)

PART I

GENERAL COMMON ELEMENTS

1. The Said Land
2. The Common Roof Area

PART II

RESIDENTIAL SEGMENT COMMON ELEMENTS

SCHEDULE G

**(SPECIFICATIONS WHICH ARE PART OF THE APARTMENT AND
THE BUILDING)**

FORTHE PROJECT:

Project Specification**SCHEDULE H****(ALLOTTEE'S COVENANTS AND HOUSE RULES)**

The Allottee has agreed undertaken and covenanted to:

- (a) to co-operate with the Promoter/Maintenance Agency/Association in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- (b) to use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter and obtained and shall not do or permit to be done any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity at the Apartment or any activity which may cause nuisance or annoyance to the allottees.
- (c) Without prejudice to the generality of the foregoing, not to use the Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other allottees.
- (d) Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the Common Areas, Amenities and Facilities or on the outside wall of the Apartment and/or Building or anywhere in the Project **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his/her/their/its Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Apartment.
- (e) Not to partition or sub-divide the Apartment nor to commit or permit to be

committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Apartment or the Common Areas, Amenities and Facilities for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.

- (f) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (g) Not to install or keep or operate any generator in the Apartment or in the balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment is situate or in any other Common Areas, Amenities and Facilities of the Buildings at the Project or the Said Land save the battery operated inverter inside the Apartment.
- (h) Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- (i) To maintain at his/ her/ its own costs, the Apartment and the balcony, in the same good condition state and order in which it be delivered to him/her/them/it and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local Authority, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- (j) To draw electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other allottees. The main electric meter shall be installed only at the common meter space in the said Project. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the

Building.

- (k) Not to sub-divide the Apartment and Car Parking Space under any circumstances.
- (l) Not use or permit to be used the Apartment or the Common Areas, Amenities and Facilities or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other allottees/ occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other allottees/ occupants of the said Project.
- (m) Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any and the Common Areas, Amenities and Facilities.
- (n) Not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- (o) Not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever.
- (p) Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- (q) Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- (r) The Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the Project (including at the open spaces at the Project) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Car Parking Space, the facility of such parking shall be subject to the following conditions:-
 1. The Allottee shall use only the space for Car Parking Space identified for him/her/them/it as per **Part II** of **Schedule E** hereto for parking;

2. The Allottee to whom the Car Parking Space is allotted shall pay the Car Parking Maintenance Charges punctually and without any delay or default;
 3. The Allottee shall use the Car Parking Space, only for the purpose of parking of his/her/their/it medium sized motor car that could comfortably fit in the allotted Car Parking Space.
 4. No construction or storage of any nature shall be permitted on any Car Parking Space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
 5. The Allottee shall not park any vehicle of any description anywhere within the Project save and except his/her/their/its designated Car Parking Space, if agreed to be granted to him.
 6. The Allottee shall not grant transfer let out or part with the Car Parking Space independent of the Apartment nor *vice versa*.
 7. The Car Parking Space does not confer any right of space on which such parking facility is provided.
 8. In case due to any enactment or implementation of legislation, rule, bye- law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
 9. In case the Allottee's Car Parking Space is inter-dependent with any other parking facility in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Allottees of such facility or any other Allottees in the Project.
- (s) To allow the Promoter/Maintenance Agency/Association and its authorized representatives with or without workmen to enter into and upon the Apartment at all

reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Apartment within seven days of giving of a notice in writing by the Promoter/Maintenance Agency/Association to the Allottee thereabout;

- (t) To install firefighting and sensing system gadgets and equipment as required under Applicable Law and shall keep the Apartment free from all hazards relating to fire.
- (u) To keep the Apartment and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.
- (v) Not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas, Amenities and Facilities.
- (w) Not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.
- (x) Not violate any of the rules and/or regulations laid down by the Promoter/Maintenance Agency/Association for use of the Common Areas, Amenities and Facilities.
- (y) Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas, Amenities and Facilities save at the places indicated therefore.
- (z) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of insurance on any apartment or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- (aa) Not to commit or permit to be committed any alteration or changes in, or draw from

outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.

- (bb) To use the Common Areas, Amenities and Facilities only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Said Land by the Promoter and all other persons entitled thereto.
- (cc) To use the Common Areas, Amenities and Facilities with due care and caution and not hold the Promoter liable in any manner for any accident or damage while enjoying the Common Areas, Amenities and Facilities by the Allottee or his family members or any other person.
- (dd) Not to make any construction or addition or alteration or enclose any Common Areas, Amenities and Facilities nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- (ee) Not to claim any access or user of any other portion of the Project except the Building and the Common Areas, Amenities and Facilities mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- (ff) Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- (gg) No bird or animal shall be kept or harboured in the Common Areas, Amenities and Facilities of the Project or anywhere in the Project. In no event shall dogs and other pets be permitted on elevators or in any of the Common Areas, Amenities and Facilities or anywhere in the Project unless accompanied. The Allottee shall not slaughter or sacrifice any animals in the Apartment and/or any part or portion of the Project.

- (hh) Keep the Common Areas, Amenities and Facilities, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas, Amenities and Facilities and the Said Land or the Project.
- (ii) Not to change/alter/modify the names of the Project and/or any of the Buildings therein from those mentioned in this Agreement.
- (jj) The Allottee agrees, declares and confirms that the right, title and interest of the Allottee is and shall be confined only to the Apartment, the Car Parking Space and the other components of the Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

SCHEDULE I

(PART I –EXTRA CHARGES)

The following are not included in the Total Price and the Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Generator Power Backup (Rs. _____ per KVA) as per requirement: Rs. [•]/- (Rupees [•] only)
- (ii) Legal Charges per apartment (includes incidental expenses for registration (twice)& Association formation charges.) : Rs. [•]/- (Rupees [•] only)
- (iii) Reimbursement of Mutation Costs & Expenses: Rs. [•]/- (Rupees [•] only)
- (iv) Reimbursement of CESC Cost & Expenses for Electricity Infrastructure: Rs. [•]/-

(Rupees [•] only)

- (v) Charges for providing Club Amenities & Facilities: Rs. [•]/- (Rupees [•] only)
- (vi) Goods and Services Tax (GST) payable on the Total Price and/or on sale / transfer of the Apartment to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or alongwith the payment of the respective installment or within 15 (fifteen) days of demand by the Promoter, whichever is theearliest.
- (vii) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the Apartment in favour of theAllottee.
- (viii) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement, the proposed deed of conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the Apartment and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous expenses for registration of eachdocument.
- (ix) Price, cost, charges and expenses levied by the Promoter for any additional or extra workdoneand/oranyadditionalamenityorfacilityprovidedand/orforanychanges, additions, alterations or variation made in the Apartment, and/or the agreed specifications, including the costs, charges and expenses for revision/registration/regularization of the Sanctioned Plan in relation to the Apartment.

(PART II –DEPOSITS)

(a)	CESC electricity meter deposit: At actuals
(b)	Maintenance deposit: Rs. [•]/- (Rupees [•] only)

(c)	Sinking fund:	Rs. [•]/- (Rupees [•] only)
(d)	Municipal rates and taxes deposit:	Rs. [•]/- (Rupees [•] only)

The Deposits shall be paid by the Allottee to the Promoter within 15 (fifteen) days of Notice for Possession without raising any objection whatsoever regarding the same.

Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable, on the above amounts shall be paid by the Allottee in addition to the above.

SCHEDULE J

(RIGHTS OF THE PROMOTER/ MAINTENANCE AGENCY/ASSOCIATION)

- (a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- (b) The Maintenance Charges payable by the Allottee with effect from the date of issue of the partial or full completion/occupancy certificate shall be payable on a monthly basis on the basis of the bills to be raised by the Promoter/Maintenance Agency/Association, such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Promoter/Maintenance Agency/Association from time to time subject to a minimum of INR [•] (Indian National Rupees [•]) per square feet of super built-up area per month for the Apartment together with applicable Goods and Services Tax.
- (c) The Promoter/Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.
- (d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Promoter/Maintenance Agency/Association, within the prescribed due date, failing which the Allottee shall pay interest for delayed payments at the rate specified in

Rule 17 of the WBRERA Rules, for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Maintenance Agency/Association, as the case may be. The Allottee also admits and accepts that apart from the above, the Promoter/Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the Apartment including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, property taxes, Common Expenses and/or other payments by the Allottee after giving 15 (fifteen) days notice in writing.

SCHEDULE K

(DEFINITIONS)

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 as applicable to the State of West Bengal and shall include the Rules and Regulations madethereunder;
- (b) “**Architect(s)**” shall mean architect(s) or Licensed Building Surveyor whom the Promoter may from time to time appoint as the Architect(s)/Licensed Building Surveyor for the Project;
- (c) “**Flat**” shall mean the flat described in **Part – I of Schedule Chereto**;
- (d) “**Association**” shall mean the Association, Syndicate, Committee, Body, Society or Company formed by the Promoter which would comprise the Transferors and the representatives of the allottees and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (e) “**Booking Amount**” shall mean INR [●] (Indian National Rupees [●]) only, which has been paid by the Allottee for the booking of the Apartment;
- (f) “**Car Parking Spaces**” shall mean the right to park medium sized car(s) if any,

described in **Part - II** of **Schedule** Chereto;

- (g) **“Common Expenses” or “Maintenance Charges”** shall mean all costs and expenses mentioned in **Schedule L** for the management, maintenance and upkeep of the Building, the Common Areas, Amenities and Facilities and the expenses for Common Purposes save and except costs and expenses pertaining to the Commercial Segment;
- (h) **“Common Purposes”** shall include the purpose of managing and maintaining the Said Land, the Building and in particular the Common Areas, Amenities and Facilities, rendition of services in common to the allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Amenities and Facilities in common;
- (i) **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roof of the Building, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the Apartment Unit, along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas, Amenities and Facilities;
- (j) **“Deposits”** shall mean the amounts mentioned in **Part-II** of the **Schedule I** hereto and to be deposited by the Allottee and shall also include any other amount that the Allottee may be required to deposit;
- (k) **“Extra Charges”** shall mean the charges mentioned in **Part-I** of the **Schedule I** hereto all of which are to be paid by the Allottee in addition to the Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (l) **“Maintenance Agency”** shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association;
- (m) **“Maintenance Charges”** shall mean the proportionate amount of Common

Expenses payable monthly by the Allottee to the Maintenance Agency as per the rules framed by the Promoter;

- (n) **“Project Advocates”** shall mean Samyakk Attorney of Unit No. 3 A & B, third floor, No. 85A, Sarat Bose, Road, Kolkata – 700 026 who have been appointed by the Promoter and have prepared this Agreement and also shall prepare all legal documentation regarding the development, construction, sale and transfer of the Said Land, the Building and the Units therein, including the Deeds of Conveyance;
- (o) **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (p) **“Sanctioned Plan”** shall mean the plans of the Building which have sanctioned and approved by the Kolkata Municipal Corporation including Building Permit No. _____, dated _____ which may be finally revised/approved/sanctioned by the Kolkata Municipal Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Transferors, if any, as well as all revisions, renewals and extensions thereof, if any;
- (q) **Masculine Gender** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

SCHEDULE L

(MAINTENANCE CHARGES/COMMON EXPENSES)

- (a) **Association:** Establishment and all other capital and operational expenses of the Association.

- (b) **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
- (c) **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
- (d) **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas, Amenities and Facilities, including the exterior or interior (but not inside any unit/apartment) walls of the Building.
- (e) **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, Amenities and Facilities of the Said Land, including lifts, generator, changeover switches, CCTV, if any, EPABX, if any, pumps 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, Amenities and Facilities.
- (f) **Rates and Taxes:** Property tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Said Land save those separately assessed on the Allottee.
- (g) **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.
- (h) **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Promoter/Maintenance Agency/ Association for the Common Purposes.

IN WITNESS WHEREOF the Parties hereinabove named have set their/it respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting

witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including Joint Allottees)

- (1) Signature[●]
- Name [●]
- Address [●]

Please affix Photographs and sign across the photograph
--

- (2) Signature[●]
- Name [●]
- Address [●]

Please affix Photographs and sign across the photograph
--

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Signature[●]

Please affix Photographs and sign across the photograph
--

SIGNED AND DELIVERED BY THE WITHIN NAMED

OWNERS:

Signature[●]

Please affix Photographs and sign across the photograph
--

At Kolkata in the presence of:

WITNESSES:

(1) Signature[●]
Name [●]
Address [●]

(2) Signature[●]
Name [●]
Address [●]

Drafted by: