

**Agreement for Sale**

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_ day of \_\_\_\_\_(Month), 2023,

**-: BY & BETWEEN:-**

<b>Sl.</b>	<b>COMPANY NAME</b>	<b>PAN</b>
1	AALAYAM ESTATES LLP	ABPFA7234A
2	AVENEW ESTATES LLP	ABPFA7236C
3	BIRCHBURY HIRISE LLP	AAVFB3583A
4	BUILDNEST COMPLEX LLP	AAVFB3584H
5	CAPITVAL REALTY LLP	AAOFC7658J
6	CASCADUS PROMOTERS LLP	AAOFC7660C
7	DENPLEX BUILDERS LLP	AAQFD4212K
8	DOVIMO BUILDERS LLP	AAQFD3398C
9	FLAT DELUXE DEVCON LLP	AAGFF7292R
10	HALF CIRCLE TOWERS LLP	AAMFH4976L
11	HERRINGBONE INFRACON LLP	AAMFH4196C
12	HIGH SAIL PROMOTERS LLP	AAMFH4362G
13	HIGHREALTY PROMOTERS LLP	AAMFH4091G
14	HIGHREX REALTORS LLP	AAMFH4771M
15	HOMECROWN INFRAPROPERTIES LLP	AAMFH4096B
16	HOMEMOVER BUILDCON LLP	AAMFH4363H
17	HOMEPAD REALTORS LLP	AAMFH4261L
18	HOMEPLAN HIRISE LLP	AAMFH6904Q
19	HOMEROOF ESTATES LLP	AAMFH4364A
20	HOMESPHERE BUILDERS LLP	AAMFH4668P
21	HOSTHOME BUILDERS LLP	AAMFH4197D
22	HOUSEBRICKS CONSTRUCTORS LLP	AAMFH4365B
23	HOUSEMOVER REALTORS LLP	AAMFH4366C
24	KINGION BUILDERS LLP	AAVFK1251C
25	LANDBEAN DEVELOPERS LLP	AAIFL4437C
26	HOMERLEY DEVELOPERS LLP	AAMFH4030K
27	KEEP CASTLE REAL ESTATE LLP	AAVFK1157B
28	LENDBURY INFRAPROPERTIES LLP	AAIFL4113D
29	LUSH TOWERS LLP	AAIFL4014H
30	LUXERIOR DEVELOPERS LLP	AAIFL4242P
31	MODERNIVA PROMOTERS LLP	ABMFM2321H
32	MORNINGVALE DEVELOPERS LLP	ABMFM2147H
33	NEWLEIGH DEVELOPERS LLP	AAQFN8050M
34	NEXOVRT ESTATES LLP	AAQFN8049L

35	NINTHQUARTER PROMOTERS LLP	AAQFN8458B
36	OAKSIDE REALTY LLP	AAGFO5987Q
37	ONI ESTATE LLP	AAGFO5986R
38	PRIMDALE ESTATES LLP	AAXFP7927J
39	RAVISHING REALTY LLP	ABAFR1493D
40	REGALESTATE PROMOTERS LLP	ABAFR1591G
41	SUMMERMEAD DEVELOPERS LLP	ADZFS6292E
42	SEQUOIA TOWERS LLP	ADZFS8566R
43	STRIVE DEVELOPERS LLP	ADZFS8562M
44	SWANSGEEN DEVELOPERS LLP	ADZFS6293F
45	TUSTI INFRASTRUCTURE LLP	AAPFT4025M
46	UDAYA INFRASTRUCTURE LLP	AAGFU1047H
47	UPNVETA BUILDERS LLP	AAGFU1048J
48	WHICHWOOD NIWAS LLP	AADFW2798J
49	XELVA HIRISE LLP	AAAFX3147P
50	YASHILA DEVELOPERS LLP	AACFY4318B
51	NEXOANT CONCLAVE LLP	AAQFN8457Q
52	SUKHI NIVAS DEVELOPERS LLP	AEHFS1923F
53	SWEETPALM REALTORS LLP	AEDFS4438P

All are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, among which LLPs mentioned at serial nos. 1 to 25 are having their respective registered offices at Diamond Harbour Road, Joka, P. O. – Joka, P. S. – Bishnupur, South 24 Parganas, West Bengal, Kolkata-700104, LLPs mentioned at serial nos. 26 to 51 are having their respective registered offices at Kamduni More, Near North Point School, P. S. Rajarhat, North 24 Parganas, Kolkata-700135, and LLPs mentioned at serial nos. 52 and 53 are having their respective registered offices at 6/1/B, Kumarpara Road, P. S. Liluah, Howrah-711204, hereinafter collectively called the “**First Owners**”, which expression shall unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their constituted attorney **M/s. DTC Projects Pvt. Ltd.** through Mr. Ravi Khaitan, duly authorised by the Power of Attorney dated 25<sup>th</sup> February 2023, registered with the Additional Registrar of Assurances-II, Kolkata in Book No. 1, CD Volume No. 1902-2023, Pages 88025 to 88051, being No. 190202562 for the year 2023 through it’s Authorised Signatory Mr. Jitendra Kumar Singh, (PAN– ENOPS1448K), Aadhaar No. 435348070521, Mobile No. 6290585106, son of Late Ramchabila Singh, by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata - 700001, duly authorised by the Board Resolution dated 2<sup>nd</sup> March 2023.

Sl.	COMPANY NAME	PAN
1	AAKAV DEVCON PRIVATE LIMITED	AALCA1425F
2	AMAZING RESIDENCY PRIVATE LIMITED	AALCA1423D
3	ANJU PROMOTERS PRIVATE LIMITED	AALCA1556F
4	BEMISHAL PROMOTERS PRIVATE LIMITED	AAFCEB2748E
5	BHAVSAGAR NIWAS PRIVATE LIMITED	AAFCEB2747M
6	BHOOTNATH HOUSING PRIVATE LIMITED	AAFCEB2812B
7	BUTTERFLY ADVISORY SERVICES PRIVATE LIMITED	AADCB7887Q
8	CLOCK TRADEILINK PRIVATE LIMITED	AAECC1608H
9	DASVANI RESIDENCY PRIVATE LIMITED	AAFCD4898K
10	DAYLIGHT DISTRIBUTORS PRIVATE LIMITED	AADCD1723H
11	DESIRE SALES PRIVATE LIMITED	AADCD5984A
12	EVERTIME RESIDENCY PRIVATE LIMITED	AADCE2309N
13	HILMIL INFRACON PRIVATE LIMITED	AADCH0612B
14	HONEYBEE DEVCON PRIVATE LIMITED	AADCH7211E
15	INDRALOKE TRADELINKS PRIVATE LIMITED	AACCI1204P
16	JOTA BUILDERS PRIVATE LIMITED	AACJ9786F
17	KALYANKARI NIWAS PRIVATE LIMITED	AAFCK9616E
18	LAZERJET COMPLEX PRIVATE LIMITED	AACCL9422C
19	LINKVIEW HOUSING PRIVATE LIMITED	AACCL3904B
20	MAHALON CONSTRUCTION PRIVATE LIMITED	AAKCM0487E
21	MOUNTVIEW ADVISORY SERVICES PRIVATE LIMITED	AAGCM0954Q
22	NAMCHI DEVCON PRIVATE LIMITED	AAECN1882A
23	NAVYOG DEVELOPERS PRIVATE LIMITED	AAFCEB0628R
24	OCTAL COMPLEX PRIVATE LIMITED	AACCO2138C
25	OCTAGON TRADELINKS PRIVATE LIMITED	AABCO1747N
26	ORCHID INFRACON PRIVATE LIMITED	AAACO9390G
27	ORCHID REALCON PRIVATE LIMITED	AAACO9595R
28	PANCHLOK REALTORS PRIVATE LIMITED	AAICP3754H
29	PANCHWATI INFRACON PRIVATE LIMITED	AAGCP9164M
30	PANKAJ MANAGEMENT SERVICES PRIVATE LIMITED	AAFCEB0942E
31	PANTHER MANAGEMENT SERVICES PRIVATE LIMITED	AAFCEB0877Q
32	PARROT COMPLEX PRIVATE LIMITED	AAGCP9166K
33	SHRAWAN HIRISE PRIVATE LIMITED	AAWCS3442B
34	SUPERWELL REAL ESTATES PRIVATE LIMITED	AAWCS4665C
35	TRINABH INFRASTRUCTURE PRIVATE LIMITED	AAFCEB5595H
36	STREEDOM REAL ESTATE PRIVATE LIMITED	AAWCS3440D

All are Companies within the meaning of the Companies Act, 2013, having their respective registered offices at Diamond Harbour Road, Joka, P.O.– Joka, P.S.- Bishnupur, South 24 Parganas, West Bengal, Pincode– 700104, hereinafter collectively called the “**Second Owners**”, which expression shall unless excluded by the subject or context,

include their respective successors-in-interest and/or assigns, and all are represented by their constituted attorney **M/s. DTC Projects Pvt. Ltd.**, through Mr. Ravi Khaitan, duly authorised by the Power of Attorney dated 25th February 2023 in Book No. 1, CD Volume No. 1902-2023, Pages 87886 to 87912, being No. 190202557 for the year 2023 through its authorised signatory Mr. Jitendra Kumar Singh, (PAN– ENOPS1448K), Aadhaar No. 435348070521, Mobile No. 6290585106, son of Late Ramchabila Singh, by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata - 700001, duly authorised by the Board Resolution dated 2<sup>nd</sup> March 2023.

Both the above "**First Owners**" and "**Second Owners**" shall hereafter collectively be referred to as the "**Land Owners**"(which term or expression shall, unless repugnant to or inconstant with the context or meaning thereof, be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **First Part**.

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**DTC Projects Private Limited [PAN AAECs1016K]**, a company within the meaning of the Companies Act, 2013 and having its registered office at 1, Netaji Subhas Road, Kolkata – 700 001, which expression shall, unless excluded by the subject or context, include its successors-in-interest and/or assigns, and represented by **Mr. Jitendra Kumar Singh**, (PAN – ENOPS1448K), Aadhaar No. 435348070521, Mobile No. 6290585106, Son of Late Ramchabila Singh, by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata- 700001 duly authorised by the Board Resolution dated 2nd March 2023, hereinafter referred to as the '**Promoter**' (which term or expression shall, unless repugnant to or inconstant with the context or meaning thereof, be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **Second Part**;

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**Mr.....** (PAN No. ....,Aadhaar No. ....& Mobile No. ....), son of Mr....., by faith Hindu, by occupation- Service, residing at ..... and **Mr.....** (PAN No.....,Aadhaar No. ....& Mobile No. ....), son of Mr....., by faith Hindu, by occupation- Service, residing at ..... hereafter collectively called the "**Allottees**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Third Part**.

The **Land Owners**, the **Promoter** and the **Allottee/s** shall hereafter collectively be referred to as the "**Parties**" and individually as a "**Party**" and the Allottee has been referred to herein in singular number and neuter gender.

#### **DEFINITIONS:**

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

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (Act 16 of 2016);
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Act, 2016;
- c) "**Regulations**" means the Regulations made under the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- d) "**Section**" means a Section of the Act.

#### **WHEREAS:**

- A.** The Land owners amongst themselves are the absolute and lawful owners of the land, hereinafter referred to as the "**Said Land**", described in **Schedule-B** hereunder written and comprises of the entirety of the portions shaded in '**RED**', in the annexed **Plan-A**. The devolution of title of the Land owners in the Said Land is detailed in **Schedule-A**.
- B.** The Said Land has been earmarked for executing a project, hereafter referred to as the "**Said Project**". The Said Project is to have residential buildings, hereafter referred to as the "**Blocks**", each of which will consist of separate and self-contained enclosed spaces, hereafter called the "**Apartments**" and the Apartments along with one open / covered / independent / dependent Car parking space, if any, allotted in respect of the same shall be considered as one single Unit, hereinafter called the "**Unit**". The manner in which the Said Project is being executed is detailed in **Schedule-D**. The Said Project is being executed in phases, hereinafter referred to as the "**Phases**", in the manner as envisaged in Rule 10 of the Rules, and each of the Phases will have its own common portions.
- C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Land Owners regarding the Said Land on which Said Project is to be constructed have been completed.

- D. The Promoter has obtained a sanctioned building plan for said Phase, duly sanctioned by the Zilla Parishad, 24-Parganas (North) and the Kirtipur-II Gram Panchayat, 24-Parganas (North), hereafter called the "**Sanctioning Authority**". The Sanctioning Authority has granted the commencement certificate to develop the Said Phase vide approval dated 06<sup>th</sup> September 2022 bearing No. 042, hereafter referred to as the "**Approved Plan**". The portion of the said Land over which the said Phase is being developed is described in **Schedule-C** hereinafter written, which is shaded in **BLUE** in the annexed **Plan-A** and hereafter referred to as "**The Phase Land**". The common portions of the Said Phase shall hereinafter be referred to as the "**Phase Common Portions**".
- E. The Promoter has obtained the sanctioned plan and approvals for the Said Phase and also includes the space that the Allottee is hereby agreeing to purchase, hereafter referred to as the "**Apartment**", and the said Apartment alongwith the Car Parking space, if any, and the pro-rata share in the common portions and amenities will be hereinafter referred to as "**the Unit**". The Promoter agrees and undertakes that they shall not make any changes to these Approved Plan except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Promoter has duly applied for the registration of the said phase before the West Bengal Real Estate Regulatory Authority under the relevant provisions of the Act and as a standalone project which is to be completed by 31/12/2028.
- G. The Allottee had applied for a Unit in the Said Phase and was allotted the Apartment in the under construction building, hereafter referred to as the "**Said Block**" along with a Covered / Open / Dependent / MLCP Car Parking space, as may be applicable. The *details of the carpet area of the Apartment, the Said Block, the Parking Space and its location, are described in **Schedule-L** and the pro-rata share in the Phase Common Portions, as defined in Clause (n) of Section 2 of the Act, are detailed in **Part – I of Schedule-E**. The Block Common Portions of the Said Block is detailed in **Part – II of Schedule-E**.*
- H. The Allottee hereby declares that it has or has caused to be examined, enquired and/or verified *inter alia*, the rights and titles of the land owners and the rights of the Promoter to the **Said Land**, the plan for the Said Phase and all the terms and conditions herein contained and only after being fully and totally satisfied about these, the Allottee is entering into this Agreement and the Allottee hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- J. The Unit owners and occupiers of all the Phases will be entitled to use and enjoy the common portions of all the other Phases so that upon completion of the Said Project, the common portions of all the Phases together become the common portions of the Said Project.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Phase and/or the Said Project.
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the Parking Space (if applicable), which shall together be considered as a composite Unit, as more fully specified in **Schedule-L**.

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

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Unit as specified in **Para G** hereinabove.

The "**Total Price**" for the Unit is based on its carpet area and the amount that the Allottee shall pay to the Promoter for it is mentioned in **Schedule-M** and the manner the same is to be paid is as per the "**Payment Plan**" mentioned in **Schedule-N**.

**Explanation:**

- (i) The Total Price above includes 10% (ten percent) of the Unit Cost, hereafter called the "**Booking Amount**" paid by the Allottee to the Promoter towards the Unit, prior to execution hereof, the receipt whereof the Promoter hereby admits and acknowledges. Also note that, any amount paid at the time of first site visit, or on expression of interest or before receiving the final Booking



letter, shall be deemed considered to be a part of the Booking Amount, which is 10% (Ten Percent) of the Unit Cost.

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied), in connection with the construction of the Said Project payable by the Promoter, by whatever name called up to the date of handing over the possession of the Unit to the Allottee and the Project Common Portions to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate with respect to the said phase.

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable in accordance with **Schedule-N** and the Allottee shall make payment towards the amount demanded by the Promoter within 30 (thirty) days from the date of such written intimation. Where the Allottee has taken a 'home loan' for the Apartment, any delay in payment disbursement of the loan account will be the sole responsibility of the Allottee and such delay may not be held against the Promoter as a cause for the delay in making payment. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective. It is also agreed by the Allottee that in case the Allottee fails to make payment towards the amount demanded within the time frame mentioned, the Allottee shall be liable to pay interest at the rate prescribed in the Rules, which will be the State Bank of India Prime Lending Rate plus 2 (two) percent.
- (iv) The Total Price of the Unit includes the recovery of price of land, construction of not only the Apartment and the parking space but also the pro-rata share in Project Common Portions, internal development charges such as finishing with paint, marbles, tiles, doors, windows, etc.
- (v) Infra development charges which shall mean and include cost of providing electric wiring, electrical connectivity to the Apartment, Transformer, Generator, water line and plumbing, Sewage Treatment plant, Water treatment plant, fire detection and fire-fighting equipment in the common areas, making of internal road, laying of water pipeline, optical fibre lines, sewerage lines and other infrastructural requirements beneath the internal roads, association formation charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Project.

- (vi) External Development Charges which shall include the cost of development of the Main Arterial Road which shall include the making and development of the Main Arterial Road, laying of underground sewerage lines, water pipes, electrical & optical fibre cables, and overhead wirings and connectivity which shall be required and used to connect the said project, as more fully described in Clause 7 of Schedule- C here under.
- (vii) The Total Price will however not include Maintenance Charge Deposit and Sinking Fund, for 12 (twelve) months from the date of possession, and which the Allottee will be required to pay at or before taking possession of the Apartment.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification, order, rule or regulation, as the case may be, to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. *Provided that* if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Phase as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Phase by the Authority as per the Act, the same shall be paid by the Allottee.

The Allottee shall make the payment as per the Payment Plan set out in **Schedule-N**.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and the Specifications described herein at **Schedule-J** as also the nature of the fixtures, fittings and amenities, hereafter referred to as the "**Amenities & Facilities**", described herein at **Schedule-K**, which are in conformity with the advertisement, prospectus etc. on the basis of which this sale is effected, in respect of the Apartment without the previous written consent of the Allottee as per provisions of the Act. Since the housing complex will be developed project-wise/phase-wise the description and location of the common areas/amenities pertaining to the entire housing complex may change.

*Provided that* the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, subject to the Allottee making advance payment in favour

of the Promoter towards such additions and/or alterations as quoted by the Promoter.

The allottee agrees and understand that all the standard fitting, interior, furniture, kitchenette and fixtures and dimension provided in the show/model residential units exhibited at the site only provides representative idea and the actual apartment agreed to be constructed will not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the allottee shall not put any claim for such variation. The promoter shall ensure that only approved specifications mentioned in the schedule- H hereunder is maintained.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said Block is complete and the occupancy certificate or the completion certificate or the partial occupancy certificate or the partial completion certificate, as applicable, is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-N**. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Schedule-L** of this Agreement.

Subject to Clause 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Unit as mentioned below:

1. The Allottee shall have exclusive ownership of the Apartment and the exclusive right to use the parking space.
2. The Allottee shall also have undivided, proportionate, indivisible and variable pro rata share in the Project Common Portions. Since the share and/or interest of the Allottee in the Project Common Portions is undivided and cannot be divided or separated, the Allottee shall use the Project Common Portions along with the other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Project Common Portions shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter after completion of the entire

project shall convey the Phase Common Portions to the association of allottees after duly obtaining the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, from the competent authority as provided in the Act and after such handing over, the maintenance and care of the Phase Common Portions shall be the liability and responsibility of such association of allottees.

Furthermore, the Allottee agrees and understands that the project shall be built and developed in phases, therefore on the date of possession the Promoter shall ensure providing basic amenities and facilities whereas all the facilities and amenities, in totality, shall only be provided and handed over to the Association after completion of all the phases as envisaged under the project.

Furthermore, it is also agreed and understood by the Allottee that the Complex and/or project will also provide with other facilities like grocery, pharmacy and other amenities. However, the same shall be treated as individual commercial units which shall be sold separately and shall not, at any point of time and/or under any circumstance, be considered a part of the project common areas and portions.

3. That the computation of the price of the Unit includes recovery of price of land, construction of not only the Apartment and the parking space but also the Project Common Portions, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire- fighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Said Project.
4. The Allottee has the right to visit the Said Project site to assess the extent of development of the Said Phase and Apartment, however, he will do so only with prior written consent of the Promoter and the Allottee also agrees and undertakes to comply with all the safety regulations that are to be followed at the construction sites.
5. It is understood by the Allottee that all other areas, i.e., areas and facilities falling outside the Project shall not form part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with the Parking Space, if any, as mentioned in **Schedule-L**, shall be treated as a single indivisible unit for all purposes and that the parking space and the Apartment shall be transferred as one single Unit only and not in isolation to the other. However, the Allottee agrees that the date of possession in respect of the Apartment and that of the Parking space may differ and that the allottee shall not object to the same, i.e., the possession in respect of the parking space shall and/or may be provided at a later date based on the phase wise development of the project. However, the Promoter agrees to provide a temporary parking space, depending on availability of the same, upon a written request from the Allottee in this regard. However, the payment for the parking space shall be paid as per the payment plan as laid out in **Schedule-N**. It is agreed that the Said Phase, as of now, is an independent, self-contained one covering the Said Land and is not a part of any other project or zone nor shall form a part of and/or linked and/or combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee, nor will the Project Common Portions be made available for use and enjoyment of any others but the Allottees of the Said Project save in the manner hereafter stated. It is clarified that the Project Common Portions, including the facilities and amenities, shall be available only for use and enjoyment of the Allottees of the project.

The Allottee is very well acquainted with the fact that the Promoter is in the process of acquiring more parcels of land which shall be made part of the said Project and the Allottee agrees not to raise an objection in this regard. Furthermore, it is agreed that in the event the Promoter desires to acquire furthermore parcels of land in respect of the said project, the Allottees shall have no objection to the same.

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

The Allottee has paid the Booking Amount, being 10% (ten percent) of the Unit Cost, as part payment towards the Total Price of the Unit at or before execution of this Agreement, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remainder of the Total Price of the Unit as prescribed in the Payment Plan as will be demanded by the Promoter within the time and in the manner specified in the Payment Plan mentioned in **Schedule-N**.

*Provided that* if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules, which will be the State Bank of India Prime Lending Rate plus 2 (two) percent.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c. Payee Cheques, Demand Drafts, Bankers' Cheque or online, as may be as applicable, in favour of the Promoter payable at the Bank as will be mentioned in the intimation of the Promoter for payments. In case any Cheque is dishonoured, besides the charges for late payment, the Allottee will also become liable to pay Rs. 5,000/- (Rupees Five Thousand only) for each such dishonour.

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

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

The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in

this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with the necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payments or remittances on behalf of any Allottee and such third party shall not have any right in the Apartment hereby being agreed to be sold in any way and the Promoter shall issue the payment receipts in favour of the Allottee only and any charges for default and/or dishonour shall be the liability and responsibility of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Said Phase as disclosed at the time of registration of the Said Phase with the Authority and towards handing over the Apartment to the Allottee and the Phase Common Portions to the Association of Allottees or the competent authority, as the case may be.

Furthermore, the Allottee agrees and undertakes to make timely payments of the installation and other dues payable by him/her and meeting with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the payment Schedule mentioned in **Schedule-N**.

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

The Allottee has seen the proposed layout plan, Specifications, Amenities and Facilities of the Unit and accepted the floor plan, Payment Plan mentioned in **Schedule-N**, the Specifications mentioned in **Schedule-J** and Amenities and Facilities mentioned **Schedule-K** which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the **Said Phase**, floor plans and Specifications, Amenities and Facilities. Subject to the terms in this Agreement, the Promoter undertake 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 Sanctioning Authority and shall not have an option to make any variation, alteration and/or 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:

**Schedule for possession of the said Apartment:** The Promoter agree and understand that timely delivery of possession of the Unit to the Allottee and the Phase Common Portions to the Association of the Allottees of the Said Phase or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assure to handover possession of the Apartment along with ready and complete Block Common Portions with the Specifications, Amenities and Facilities thereof on the date mentioned in **Para F** unless there is delay or failure due to war, flood, drought, fire, cyclone, pandemic, earthquake, labour strikes or disruptions of any nature, any statutory order, rule, notification, or order or direction of any Court or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Said Phase is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, *provided that* such Force Majeure conditions are not of a nature which makes it impossible and/or difficult for the contract to be implemented. The Allottee agrees and confirms that, in the event if becomes impossible for the Promoter to implement the Said Phase due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount paid by him/her to the Promoter for the allotment within 45 days from that date, less the taxes, if any. For the refund of any taxes, the Allottee shall be required to apply directly to the concerned authorities. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against any of the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession:** The Promoter, upon obtaining of the occupancy certificate or the completion certificate or the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Block from the competent authority shall offer possession of the Said Apartment in writing by way of a notice to the Allottee in terms of this Agreement and the allottee shall be liable to take such possession of the unit within 3 (three) months from the date of issue of such notice by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement,



hereafter referred to as the "**Possession Date**". Irrespective of whether the Allottee takes possession of the Apartment within the Possession Date or not, the Allottee shall be deemed to have taken possession of the Apartment on the Possession Date and maintenance charges and other applicable charges in respect to the Apartment shall be applicable from such date when the possession becomes due. If the Allottee has also purchased a Parking Space in allocated parking Space, the same may not be handed over to the Allottee along with the Apartment, but irrespective of whether the Parking Space is handed over or not, or all parts and portions of the Phase Common Portions are completed or not, the Allottee shall be bound to take possession of the Apartment within the stipulated time as shall be mentioned in the said notice of possession. The Allottee shall pay the requisite Stamp Duty, Registration Fee and other charges, hereafter the "**Registration Charges**", for registration of the Conveyance Deed of the Apartment within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate or the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Block at the cost and expense of the Allottee. The Promoter shall have the conveyance deed executed and registered in favour of the Allottee immediately after receipt of the Registration Charges. The Promoter and the Allottee shall fully cooperate with each other in this regard. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. Till such time the conveyance is registered in accordance with Clause 8(9) hereunder, the Promoter may not hand over possession of the Apartment to the Allottee but yet the Allottee will be deemed to have taken possession on the Possession Date and shall be liable to make payments towards the maintenance charges and/or other applicable charges in respect of the said Apartment. The Allottee agrees to pay the Maintenance Charges as determined by the Promoter or the Phase Association, as the case may be, on and from the Possession Date irrespective of whether it takes possession or not given possession for non-registration of the conveyance. Upon receipt of the Partial Completion Certificate or Completion Certificate or Partial Occupancy Certificate or Occupancy Certificate, as the case may be, the Promoter shall intimate the Allottee for taking the possession. The Promoter on its behalf shall offer the possession to the Allottee in writing within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. Possession Date shall be the date as mentioned in the Possession Intimation Notice. The Promoter shall handover a copy of the occupancy certificate or the completion certificate or the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Block to the Allottee at the time of registering the deed of conveyance of the same.

**Possession for Fit-out :** In case the allottee seeks permission for carrying out Fit-out within his apartment, he will be permitted to do so only upon receiving the completion certificate (or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits as provided herein as provided in Schedule-L. During this time the allottee will not be entitled to live in the apartment till Occupation certificate or Completion Certificate or Partial Occupation Certificate or Partial Completion Certificate as the case may be, is received and Deed of Conveyance is executed and registered.

**Failure of Allottee to take Possession of the Apartment:** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2. Further, irrespective of whether the Allottee takes possession of the Apartment or not, given its possession for non-registration of the conveyance, it shall be bound to pay guarding charges at the rate of Rs.10,000/- per month.

**Possession by the Allottee:** After obtaining the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Phase and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of the Allottees and/or Association or the Competent Authority, as the case may be, as per the applicable laws.

**Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the Said Phase as provided in the Act.

*Provided that* where the Allottee proposes to cancel or withdraw from the Said Phase without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee, less the interest for delayed payments on the amounts already paid and payable on the Booking Amount, if any, shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

**Compensation:** The Promoter shall compensate the Allottee in case of any loss caused to him/her due to defective title of the Phase Land on which the project is being developed or has been developed in the manner as provided under the Act

and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in **Para F**; or (ii) due to discontinuance of their businesses as Promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from the Said Phase without prejudice to any other remedy available, to return the total amount received by it in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due but not the taxes, if any, paid by the Allottee for the refund of which the Allottee shall have to apply directly to the concerned authority;

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

*Provided further that* if the Said Block is complete then the Allottee will not be entitled to exercise its aforementioned right of withdrawal.

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

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

The Promoter have absolute, clear and marketable title with respect to the Phase Land; the requisite rights to carry out the development thereon and absolute, actual, physical and legal possession of the land for the Said Land;

The Promoter have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Said Phase;

There are no encumbrances upon the Phase Land.

There is no litigation pending against the Land owners or the Promoter in relation to the said land.

All approvals, licenses and permits issued by the competent authorities with respect to the Said Phase, the Phase Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter have been and shall, at all times, remain to be, in compliance with all applicable laws in relation to the Said Phase, Said Land, the Said Block and the Apartment and the common areas;

The Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;

The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Said Land including the Said Phase and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement.

The Promoter confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;

At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of allottees or the Competent Authority, as the case may be;

The Said Land is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;

The Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Phase to the Competent Authorities till the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, is issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be;

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

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

Subject to the Force Majeure Clause, the Promoter shall be considered to be under a condition of default, in the following events:

- (i) If the Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period mentioned in Recital F above, or fails to

complete the Said Phase within the stipulated time disclosed at the time of registering it with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, has been issued by the Competent Authority;

- (ii) Discontinuance of the Promoters' business as Promoter on account of suspension or revocation of their registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by it. 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 interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest which will be the State Bank of India Prime Lending Rate plus 2 (two) percent at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice;

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

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

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan mentioned in **Schedule-N**, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate mentioned in the proviso to Clause 1.12;
- (ii) In case of Default by the Allottee under the condition listed above despite receiving a prior 30 days written notice from the Promoter in respect thereof

or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to it by the Allottee by deducting the Booking Amount and the interests liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application and this Agreement shall thereupon stand terminated.

The Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment in 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 for registration and register unilaterally a deed of cancellation in the event Allottee fails to do so in spite of several reminders and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Project Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

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

On receipt of the entire amount of the Total Price mentioned in **Schedule-M**, the Promoter shall execute a conveyance deed and convey the title of the Apartment and the allotted car parking space together with proportionate indivisible share in the Phase Common Portions within 3 (three) months from the date of issuance of occupancy certificate or the completion certificate or the partial occupancy certificate or the partial completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the Stamp Duty, the Registration charges and all other incidental and legal expenses, etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of the Registration Charges and other applicable charges mentioned in Clause 7.2 to the Promoter is made by the Allottee. In the event the Common Portions have to be transferred by a separate deed, the Allottee shall bear and pay the pro-rata cost of Registrations Charges that will be required to be incurred for such deed.

#### **11. MAINTENANCE OF THE BLOCK COMMON PORTIONS AND PHASE COMMON PORTIONS:**

The Promoter shall manage and maintain the Block Common Portion and the Phase Common Portions till the Phase Association of the Said Phase, as mentioned in Article-6 of **Schedule-D**, is formed. After its formation, the Promoter shall hand over the documents, management and maintenance of the Block Common Portion and the Phase

Common Portions to the Phase Association of the Said Phase. The Allottee shall pay charges for management and maintenance, hereafter the "**Maintenance Charge**", from the date of the Possession Date as mentioned in Clause 7.2. The rate of the Maintenance Charge at any given point of time will be fixed on the then prevailing market prices, costs and/or rates. The Maintenance Charge and all other charges that the Allottee will be required to pay will be calculated on the Super Built-Up Area of the Unit of the Allottee mentioned in **Schedule-L** and shall be subject to change based on the prevailing market prices. In case the Allottee defaults in making any payment to the Promoter, Phase Association or the Complex Association, as the case may be, within the time stipulated to make such payment, hereafter referred to as the "**Default Amount**", the Promoter, Phase Association or the Complex Association, as the case may be, shall be entitled to withhold all or any of the utilities, facilities and/or services to the Allottee till the entire Default Amount is paid. The Promoter, Phase Association or the Complex Association, as the case may be, shall further be entitled to charge interest on the Default Amount or unpaid part or portion, @ 2% (Two per cent) per month, compoundable monthly, till the entirety of the Default Amount including the interests thereon, damages suffered or costs incurred due to delay in making payment of the Default Amount or for realization of the Default Amount is fully paid. However, if such default continues for a period exceeding 90 days, then in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to discontinue the supply of electricity to the said Apartment, disconnect the water supply, not to allow the usage of the lift and other common facilities and beyond that, the Promoter shall have the right to terminate the allotment made in favour of the Allottee and shall have the right to forfeit the booking amount deposited in favour of the Promoter and the Promoter shall refund to the Allottee the remaining amount paid by him/her to the Promoter, less the taxes, if any. For the refund of any taxes, the Allottee shall be required to apply directly to the concerned authorities. The Promoter shall intimate the Allottee about such termination within 30 days of such termination. The Allottee agrees that he/she shall not have any rights, claims etc. against any of the Promoter because of such termination of allotment or due to any default from the end of the Allottee. The Allottee accepts that the right of the Allottee to use the Project Common Portions shall always be subject to the timely payment of maintenance charges and other charges as applicable.

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per 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 handing over possession, it shall be the duty of the Promoter to rectify such defects without

further charge, within 30 (thirty) days of being notified of such defect, and in the event of the Promoters' 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 *provided* however, the Promoter shall not be held liable for any defects or responsible for any rectifications in the circumstances and/or instances detailed in **Schedule-G**.

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

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

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

**15. USAGE:**

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



## 16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Block, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or which can reasonably cause any disturbance and/or inconvenience to any other Allottee or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Block is not in any way damaged or jeopardized. However, the Allottee agrees and undertakes to be responsible, at its own cost and expense, for any damage and/or inconvenience, which shall be caused to other Allottees in case on non-maintainability of its walls and partitions, sewers, drains, pipe and appurtenances, etc.

The Allottee further undertakes, assures and guarantees that he/she shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Said Block or anywhere on the exterior of any other Blocks within the Said Project or anywhere whatsoever within the Phase Common Portions. 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 changes 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 Said Block. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment. Besides these, the Allottee shall also abide by the Covenants mentioned in **Schedule-H** subject to the Easements mentioned **Schedule-I**.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of the Allottees and/or the Maintenance Agency appointed by the Association of the Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Allottee further undertakes to make timely payment to the relevant electricity board towards the electricity consumed by it in respect of its Apartment as per the invoice and/or bill raised by such electricity board.

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

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

**18. FURTHER CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up further structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority and disclosed, except for as provided in the Act *provided however* the Allottee undertakes not to object to further construction, expansion, development and/or modification in the project subject to the approval of the concerned authorities and sanction of the Competent Authority:

- a. The Promoter may construct other Blocks or raise further floors to all or any of the Blocks shown in the layout plan and the allottee gives his consent for any such said change.
- b. In the event the Promoter buy any land adjacent to the Said Land or enters into any development arrangement with the owners of any land adjacent to the Said Land such lands, hereafter referred to as the "**Other Further Lands**", the same may be added to the Said Project and the Owners and/or Allottees of such Other Further Land shall have the right of ingress to and egress from over such portions of the Said Land meant for passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the Said Project.
- c. The Project Common Portions within the Said Project, and those within the Other Further Lands, will be deemed to be the Project Common Portions of the Said Complex.

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

After the Promoter issue the Possession letter in favour of the Allottee, they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**20. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the Said Phase in its entirety is in accordance with the applicable laws of West Bengal and the Promoter are executing the Said Phase in compliance with the laws and/or regulations as applicable in this State.

**21. BINDING EFFECT:**

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

**22. ENTIRE AGREEMENT:**

This Agreement, along with its Schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all undertakings, 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.

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

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

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

- a. The Promoter may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan mentioned in Schedule-L including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
- b. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed to be 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 or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with the other Allottees of the Said Block, Said Phase or the Said Project, as the case may be, the same shall be the proportion which the super built-up area of the Apartment bears to the total super built-up area of all the Units in the Said Block, the Said Phase or the Said Project, as the case may be.

**28. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through their authorized signatories at the Office of the Promoter, or at such other place, as may be decided by the Promoter, in Kolkata, 24 Paraganas (North) after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the Agreement shall be registered at the office having jurisdiction to register such documents in respect of the said unit. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses mentioned above in this Agreement. It shall be the duty of the Allottee and the Promoter to inform each other of any change in their respective address mentioned herein subsequent to the execution of this Agreement by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be. A notice to the Promoter by the Allottee if served upon the Promoter will be deemed to have been served on all the Promoter.

**31. JOINT ALLOTTEES:**

In case of Joint Allottees, they have been referred to herein in singular number and all communications shall be sent by the Promoter to the Allottee whose name is appearing first in this Agreement and at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottees.

**32. GOVERNING LAW:**

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

### 33. DISPUTE RESOLUTION:

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

*The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder*

### 34. ADDITIONAL TERMS:

- a. **ASSIGNMENT OF AGREEMENT TO SALE:** The Allottee may assign this Agreement any time before the registration of the Deed of Conveyance subject to the following conditions:
  - (i) The assignment will not be before expiry of Two year from the date of this Agreement;
  - (ii) An 'assignment fee' equivalent to 2 % (Two percent) of the Total Price together with applicable taxes will be payable, on the total transfer price or purchase price of the Unit, whichever is higher.
- b. The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(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 agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- c. In case the WBSEDCL fails and/or delay in providing individual electricity meter to the Allottees of the Apartments, in that event the Promoter/Maintenance Agency shall provide electricity to Allottees. The Allottees shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Promoter or the Maintenance Agency. The rate of such electricity consumption shall be in accordance with the rate applicable for procurement of electricity by the Promoter or Maintenance Agency, as the case may be, together with cost of transmission loss and applicable charges for distribution of the electricity to

individual Allottee and the Allottee shall not raise any objection about rate charges for providing such services.

- d. Apply for and obtain at his/her own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (six) months from the date of possession.

**Schedule-A**  
**[Devolution of Title]**

The First Owners and the Second Owners amongst themselves own the plots of Land morefully described in **Schedule-B**, shaded '**RED**' in the annexed **Plan-A** and hereafter referred to as the "**Said Land**".

By an Agreement dated 10<sup>th</sup> February 2023, hereafter referred to as the "**First Development Agreement**", registered with A.R.A-II, Kolkata in Book No. 1, CD Volume No. 1902-2023, Pages from 64479 to 64533, Being No. 190201793 for the year 2023, the First Owners had appointed the Promoter to develop the Said Land, inter alia on the terms as set out in the First Development Agreement.

By a Power of Attorney dated 25<sup>th</sup> February 2023, registered with the Additional Registrar of Assurances-II, Kolkata in Book No. 1, CD Volume No. 1902-2023, Pages 88025 to 88051, being No. 190202562 for the year 2023 hereafter referred to as the "First Owner's POA" the First Owners had granted the Promoter the necessary powers required for executing the Project.

By an Agreement dated 10<sup>th</sup> February 2023, hereafter referred to as the "**Second Development Agreement**", registered with A.R.A-II, Kolkata in Book No. 1, CD Volume No. 1902-2023, Pages from 64792 to 64841, Being No. 190201798 for the year 2023, the Second Owners had appointed the Promoter to develop the Said Land, inter alia on the terms as set out in the Second Development Agreement.

By a Power of Attorney dated 25<sup>th</sup> February 2023, registered with the Additional Registrar of Assurances-II, Kolkata in Book No. 1, CD Volume No. 1902-2023, Pages 87886 to 87912, being No. 190202557 for the year 2023 hereafter referred to as the "Second Owner's POA" the Second Owners had granted the Promoter the necessary powers required for executing the Project.

By an Agreement dated 10<sup>th</sup> February 2023, registered at A.R.A-II, in Book No. 1, CD Volume No. 1902-2023, Pages from 64357 to 64434, Being No. 190201791 for the year 2023, the Promoter will include 24 meters wide passage more fully described in Schedule-H and shaded '**GREY**' in the annexed 'Plan-A' hereafter referred to as the 'Exclusive

Passage', in the said Project for the Arterial Road. Such arterial road shall not form part of the project land and at all material times, the Promoter shall have the exclusive right over such land along with the underground sewerage lines, water pipes, electrical & optical fibre cables, and overhead wirings and connectivity and the Allottee under no circumstance shall claim any other right apart from the rights mentioned hereunder over the Arterial road.

In the event any of the Land Owners or the Promoter purchase any lands contiguous and/or adjacent to the said Land or, if any of them enter into any development arrangement for any lands contiguous and/or adjacent to the said Land, hereafter referred to as the "**Further Land**", besides the Main Arterial Road Easement Right, right of ingress and egress over the Land, hereafter referred to as the "**Easement Rights of the Further Land**", will also be extended for the developmental works at the Further Land as also to the Allottees of the areas that will be transferred as exclusively usable, heritable and transferable immovable properties within the Further Land, hereafter referred to as the "**Further Land Allottees**".

The developmental works over the Further Lands would be deemed to a part of the Original Project, and all such developmental works will be deemed to be part and parcel of a single project, being the "**Said Project**".

#### **Schedule-B** **[Said Land]**

**ALL THAT** the piece or parcel of Land **TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenances thereto containing an area of **786.5281 Decimals (7 Acres and 86 Decimals)**, be the same a little more or less, comprised in several L.R. Dag Nos. 4291, 4327, 4292/5210 & 4292/5211 in Mouza - Matiagacha, P.S. Rajarhat, P.O. Kamduni, currently recorded in L.R. Khatian Nos. 5833, 5835, 5837, 5838, 5864, 5866, 5872, 5879, 5881, 5891, 5892, 5894, 5901, 5902, 5918, 5919, 5940, 5942, 5944, 5946, 5947, 5949, 5950, 5951, 5952, 5953, 5957, 5958, 5960, 5961, 5962, 5963, 5964, 5965, 5966, 5967, 5968, 6006, 6007, 6008, 6009, 6011, 6012, 6015, 6016, 6019, 6020, 6028, 6029, 6030, 6031, 6032, 6033, 6037, 6043, 6044, 6045, 6046, 6047, 6050, 6056, 6061, 6062, 6063, 6064, 6065, 6067, 6079, 6081, 6082, 6084, 6085, 6086, 6088, 6114, 6115, 6116, 6117, 6119, 6120, 6122, 6158, 6160, 6163, 6165, 6166, 6168, 6174, 6175, 6410, 6426, 6478, 6493, 6495, 6583, 6754, 6756, 6763, 6770, J.L. No. 187, P.S. Rajarhat, under Kirtipur-II Gram Panchayat, District North 24 Parganas comprised in:-



<b>L. R. Dag No.</b>	<b>Area (Decimal)</b>
4291	12.3650
4327	188.0905
4292/5210	456.8773
4292/5211	129.1953
<b>TOTAL</b>	<b>786.5281</b>

**TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and shaded '**RED**' thereon.

**Schedule- C**  
**[Said Phase Land]**

**ALL THAT** the piece or parcel of Land **TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenances thereto containing an area of 471.928 Decimals (4 Acres and 72 Decimals), be the same a little more or less equal to 19097.64 Square Metre, comprised in several L.R. Dag Nos. 4291, 4327, 4292/5210 & 4292/5211 in Mouza - Matiagacha, P.S. Rajarhat, P.O. Kamduni, currently recorded in several L.R. Khatian Nos., J.L. No. 187, P.S. Rajarhat, under Kirtipur-II Gram Panchayat, District North 24 Parganas, **TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenances thereto.

**Schedule-D**  
**[Manner of Execution of the Said Project]**

1. 1. It will be a gated complex named hereafter referred to as the "**Said Complex**". A hoarding with the words "**DTC CAPITAL CITY**" and a Logo of the Promoter may be affixed within the Said Complex at a place to be decided by the Promoter.
2. The Said Complex will comprise of residential buildings, hereafter referred to as the "**Blocks**".
3. Each Block will consist of separate and self-contained enclosed spaces, hereafter called the "**Apartments**", to be used for residential purposes.
4. The units with private gardens shall have concrete flooring in the private garden area with grass carpet on top of it.

5. Certain portions of each Phase will be earmarked for the common use and enjoyment of the Unit owners and occupiers of that Phase, hereafter the "**Phase Common Portions**". However, the Unit owners and occupiers of all the Phases will be entitled to use and enjoy the Phase Common Portions of all the other Phases so that upon completion of the entirety of the Said Complex, the Phase Common Portions of all the Phases will together become the Project Common Portions.
6. Each of the Blocks will have its common areas, amenities and facilities, hereafter referred to as the "**Block Common Portions**", which will be for exclusive use and enjoyment of the occupiers of that Block.

As per the development plan of the Complex, there shall be a sewerage treatment plant and a water purifier plant installed in the said complex and the same shall be used in common for running the Club as mentioned in Schedule -N here under. The Allottee agrees and undertakes that at no point will the Allottee and/ or the Association object to such usage by the Club and/or demand and/or charge additional fee/charge/deposit, by whatever term it is called, for the usage of the same.

7. After completion of each Phase, an association of the Allottees of the Units of that Phase will be formed, hereafter called the "**Phase Associations**". All Unit owners of a Phase shall compulsorily become members of the Phase Association of that Phase. Till formation of the Phase Association of any particular Phase, the Promoter shall manage and maintain the Phase Common Portions of that Phase and upon formation of its Phase Association, the Promoter shall handover the management and maintenance of that Phase to its Phase Association. Upon completion of all the Phases, all the Phase Associations will form one single association, hereafter called the "**Complex Association**", who will then manage and maintain the Project Common Portions.
8. An Agreement dated 10<sup>th</sup> February 2023, registered at A.R.A-II, in Book No. 1, CD Volume No. 1902-2023, Pages from 64357 to 64434, Being No. 190201791 for the year 2023 has been entered between the Promoters and the Land owners of the said arterial road as mentioned therein, for the Arterial Road. Such arterial road shall not form part of the project land and at all material times, the Promoter shall have the exclusive right over such land along with the underground sewerage lines, water pipes, electrical & optical fibre cables, and overhead wirings and connectivity and the Allottee under no circumstance shall claim any other right apart from the rights mentioned hereunder over the Arterial road. The Arterial Road will be used by the allottees only for the purpose of ingress to and egress from the Said Complex having the bare minimum constructions like the gate at the entrance from the Khariberia Road and the guard room for the security personnel manning that gate. However, the allottee shall be able to use for such ingress and egress only to the extent of 12 metres in width out of 24 metres of the arterial road till the completion of the

development of all the other phases. The entire width of 24 metres of the arterial road shall be made available to the allottee after the completion of all such phases. Furthermore, the Arterial road shall be used by the Promoter for access and development of the further projects on portions of Larger Land and the Allottee and the phase Association shall not raise any objection to the same at all. Furthermore, the said arterial road shall give a common access, at absolute discretion of the Promoter, for all future developments and also for club and common amenities related to future development by the promoter. The said road will remain the exclusive property of the Land owners of the arterial road always but all phases including future development of the promoter will utilize this road as demarcated in a plan.

9. 'Parking spaces' shall mean the space either covered or open or in open land sufficient in size for parking of car, two wheeler or cycle in the portion of the basement, ground floor level or at other level including mechanised parking, whether open or covered, of the said complex and/or other spaces as earmarked, expresses or intended to be reserved for parking of motor cars, two wheelers, cycles etc and shown in the plan approved by the planning authority to be allowed by the promoter for exclusive use of the allottee who opts to take it from the promoter at a consideration. the specifically allocated car parking spaces (dependent/independent) to a particular allottee shall be regarded as a limited common portion 'limited common area/reserved car park' to be allotted for the exclusive use by the individual allottee as decided by the promoter. Places for parking of cars and two wheelers, hereafter referred to as the "**Parking Spaces**", will be provided within the Said Project, which will be covered, open and mechanised as be sanctioned.
10. The Promoter will decide which portion of the Said Project is to be developed within which Phase, and each of such Phases will be deemed to be a separate real estate project within the meaning of the Rule.
1. That the project shall be constructed in phase wise manner and all common portions shall be constructed in different phases. Therefore, all the common portions and facilities may not be made available for the use of the allottee all at once and it shall be made available to the allottee in part wise manner after completion of each phase.

**Schedule-E**  
**Part - I**  
**[Phase Common Portions]**

Upon completion of the Said Project, the Complex Common Portions will, inter alia, have the following, some of which will be common for the usage of the Club as well as the Complex:

- 1) Sewerage Treatment Plant,
- 2) Water filter Plant,
- 3) Roads, installations, signage and security arrangements,
- 4) The water pump, the pump room, water reservoirs, tube-wells and the distribution pipes from the same to the Blocks,
- 5) Fire Fighting and protection system,
- 6) Playing area for children,
- 7) Fences, hedges boundary walls and main gate of the Complex,
- 8) The air conditioned banquet cum community hall,
- 9) Generator for the common areas, office, store room, space to be used by the Promoter/FMC/Association, Ramps, driveway except the car parking spaces,
- 10) Any park and any other facility and or amenity to be used in common in or about the Complex.
- 11) Generator for operations of elevators, lighting of the common areas, pumps and common utilities of the Blocks.

**Schedule-E**  
**Part - II**  
**[Block Common Portions]**

- 1) The Entrance Lobby and the lobbies on each of its floors and the staircase from the ground floor upto the terrace,
- 2) Ultimate roof of the Block,
- 3) Elevators in each Block,
- 4) System for telephone,
- 5) Overhead water tank and distribution pipes from overhead water tank to the different Units and from the reservoir to the overhead tank,
- 6) Electrical wiring and fittings and fixtures for lighting the staircase lobby, the common areas for operating the lift, the water pump and motor, and from the ground floor to all the Units and the main switch, Air Circuit Breaker, Meters, Sub-Meters and other fittings, transformer and the electrical.

**Schedule-F**  
**[Club]**

A Club shall be constructed having various recreational activities by M/s Welkin Dealers Private Limited and Others (hereinafter referred to as the "Club Owners") adjacent and contiguous to project land being a proprietary club namely "ATLAS".

Membership of the Club shall be granted in terms of the rules of the Club after screening of profiles of the applicants. The Club Owners shall reserve exclusive right to grant such membership. The Allottees of the project can apply for such membership and the membership of the Club shall be open to all, at the discretion of the Club Owners. All other amounts payable by the Allottees in terms of the Membership Agreement to the Club shall be paid directly by the Allottees to the Club.

The Club Owners have also authorised the Promoter to collect the membership fee from the respective Allottees as per the payment plan as detailed in **Schedule O** hereunder.

**Schedule-G**  
**[Defects for which the Promoter will not be Liable]**

1. The Promoter will not be liable to rectify any defect in the Apartment or the Said Block in the following instances:

If the Allottee makes any changes, modifications and/or alteration in the internal plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles of the Apartment, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the Apartment, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.

If the Allottee makes any changes, modifications and/or alteration in the electrical lines of the Apartment then, any defect in the electrical lines of the Apartment that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made including but not limited to the damage to concealed electrical wiring during interior work.

If the Allottee makes any changes, modifications and/or alterations to any of the doors, their fittings, and/or other related items in the Apartment then, any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.

If the Allottee makes any changes, modifications and/or alterations to any of the windows, their fittings and/or other related items of the Apartment then, any defect of such window, its locks or alignment, or seepage from such a window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.

If the Allottee makes any alterations and/or changes in the Apartment during execution of the interior decorations or fit-outs then defects like damp, hair line cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and/or changes.

If the damage to any glass pane of the windows and/or louvers and/or any defects of the doors and/or windows of the Apartment, including without limitation their fittings like locks or locking systems or alignments, is caused due to any external impact or forces, other than the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling.

If there are scratches or damages to the floor or wall tiles of the Apartment due to wear and tear or direct or indirect impact on the floor or wall tiles.

If the waste pipes or waste lines of the Apartment from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.

The damages of any nature in the Apartment due to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.

The damages in pipelines or electrical lines of the Apartment during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, directly or indirectly.

The changes, modifications and/or alterations made in the openable/Non-openable/balcony MS grills or the grills of the Apartment that are required to be maintained properly and are not maintained properly.

The damages due to non-maintenance of such things or items or fixtures of the Apartment which require regular maintenance and which gets damaged due to such non-maintenance.

The normal cracks developing on the joints of brick walls and/or RCC beams and/or columns of the Apartment or the Said Block due to different coefficient of expansion and contraction of materials.

If the defects in the materials, fittings, equipments, and/or fixtures provided are in the Apartment or the Said Block owing to any manufacturing defect or for not proper maintenance thereof or changed by the Allottee in the manner in which the same are required to be maintained or changed, as the case may be or the any defects in these materials.

Where the defects, whether in the Apartment or the Said Block, are certified by the Architects or the concerned structural engineers for the Said Project not to be manufacturing defects and/or arising due to bad workmanship and/or bad quality of materials used.

If the Apartment is used for any purposes other than residential.

2. Notwithstanding anything contained hereinabove, in case the Allottee alters the state and condition of the area of the purported defect without first notifying the Promoter and without giving the Promoter the opportunity to inspect, assess and/or determine the nature of the purported defect complained of.
3. The Promoter will not be liable to rectify any defect in the private garden area arising out of soil filling or any other such act done by the allottee on the concrete flooring of the private garden of their unit.
4. Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures will be as provided by the respective manufacturers on their standard terms. notwithstanding anything contrary contained in the above clause the following exclusions are made:-

equipment (lifts, generator, motors, STP, transformers e.t.c) which carry manufacturer's guarantee for a limited period. thereafter, the welfare association/society shall take annual maintenance contracts with the suppliers. the promoter shall transfer manufacturers guarantees/warranties to the allottee or association of allottees as the cases may be,

Fittings related to plumbing, sanitary, electrical, hardware e.t.c having natural wear and tear,

The terms of work like painting e.t.c which are subject to wear and tear.

Provided that where the manufacturer warranty as shown by the promoter to the allottee ends before the defect liability period and such warranties are covered under the maintenance of the said unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the promoter shall not be responsible for any defects occurring due to the same. the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the

vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable.

5. If however the defect is such that it cannot be rectified, the Promoter shall pay such compensation for the complained defect, the quantum whereof will be decided by the Architects for the Said Project whose decision shall be final and binding upon the Allottee and the Promoter.

### **Schedule-H** **[Covenants]**

A. The Allottee shall:

- i) Co-operate and assist in all manner with the Promoter or the Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube-wells, generator and/or other installations and/or amenities facilities in the Complex including, but not restricted to, those under the West Bengal Fire Service Act, 1974 and/or the rules made there under and shall indemnify and keep each of the Promoter and the Association saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that any of the Promoter or the Association may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee;
- ii) The Allottee agrees and understands that the Generator installed in the complex is for the purpose of the common areas and not for individual units in the Complex. However, in case the Allottee wishes to avail the Generator facility for his individual unit, he may apply for the same by paying such charges as may be required by the Promoter and/or the Association.
- iii) Pay the entire charges for electricity for the Apartment and proportionately for the Phase Common Portions;
- iv) Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment and after installation by WBSUEDCL, timely pay all charges and/or deposits to ensure that none of the other Unit owners or the Association is hindered in any manner for any none or untimely payment;



- v) Pay the proportionate rates, charges and fees of the municipal authority or the panchayat till such time the Apartment is not mutated and separately assessed by these authorities and thereafter timely pay all rates and taxes to ensure that none of the other Unit owners or the Association is hindered in any manner for any none or untimely payment;
- vi) Sign such forms, give such authorities and render such co-operation as may be required by the Promoter or the Association for common purposes and/or in the common interest and/or in way in pursuance thereof;
- vii) Pay, wholly in respect of the Apartment, and proportionately in respect of the Said Block, the Said Phase and/or the Complex all costs, charges and expenses as may arise due to any reason whatsoever provided that the Allottee shall have the right to claim reimbursement if the same be occasioned due to default by any other person;
- viii) Allow the Promoter and/or the Association and/or their men and agents, with or without workmen, upon prior reasonable notice to enter into the Apartment for repairing purposes;
- ix) Pay, and hereby undertakes to pay, such damages on demand as ascertained by the Promoter and/or the Association for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand;
- x) The allottee may do soil filling after proper water proofing on the concrete flooring in the private garden area of their concerned unit at their own cost and may make such plantation which will not cause nuisance to other allottees and/or the promoter. However the allottee will not be allowed to make any structural changes in the private garden area

B. The Allottee shall not:

- i) Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse or place any article or objects in the Block Common Portions or the Phase Common Portions, save at the places earmarked therefore;
- ii) Do or permit anything to be done which is likely to cause nuisance or annoyance to owners and/or the occupiers of any of the other Units in the Said Phase;
- iii) Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, school, clinic, nursing home, hospital, boarding/lodging house, guest house, hotel, catering place, restaurant or other such purpose or for any chamber for business or professional chamber or office;

- iv) Hang from or attach to the beams or the rafters of any part of the Apartment or the Said Block any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Said Block or any part thereof;
- v) Do or cause to be done anything which may cause any damage to or affect the Said Block, or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the owners or occupiers of the other Units in the Said Block;
- vi) Affix, tamper or draw any wire, cable, pipe from, to or through any Phase Common Portions or outside walls of the Said Block or other parts of the Complex, without approval of the Promoter or the Association, as the case may be, and in the event any wires are drawn directly to the Apartment from the road or anywhere else, all responsibilities for any consequences for that will solely be that of the Allottee;
- vii) Install sink and faucets along with pipes and in general do any plumbing work in any portion of the bedrooms and living room
- viii) Affix any or install any antenna on the ultimate roof of the Said Block or any open terrace that may be part of the Apartment or in its windows;
- xi) Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them;
- xii) Affix or change the design or the place of the grills, the windows or the main door of the Apartment without having obtained the written approval of the Promoter or the Association, as the case may be;
- xiii) Claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Said Block, the Said Phase and/or the Complex;
- xiv) Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the Apartment or the Said Block or cause the premium for the insurance to be increased;
- xv) Allow any of its invitees or visitors to park their cars or two wheelers in any part of the open space unless otherwise expressly permitted by the Promoter or the Association, as the case may be.
- xvi) Obstruct or hinder the construction on any part or portion of the Said Land, any of the Phases or the Blocks or any Further Other Land, if any.

xvii) Change the name of the Said Project nor the numbering or the names, as the case may be, of any of the Blocks.

xviii) Restrict any of the other owners and/or occupiers of the Said Block or the Said Phase the full and unrestricted enjoyment of the **Easements** mentioned in **Schedule-I** below.

**Schedule-I**  
**[Easements]**

- i) The right of ingress to and egress from the Unit over the Common Passages and Lobbies including the right of way over the driveways and pathways, with or without vehicles.
- ii) The right of access to wires, cables and other equipment and of utilities including connections for water, electricity, telephone, cable-TV, internet and all other utilities to and through both the Common Portions from ducts and spaces specifically provided therefore.
- iii) The right of support, shelter and protection of each portion of the Block by the other portions thereof.
- iv) Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the Co-owners in common with each other subject however to the other conditions herein.
- v) The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Complex, the Concerned Block and all the other Units therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergency circumstances.

**Schedule-J**  
**[Specifications]**

<b>Foundation</b>	Earthquake resistant Reinforced Concrete Cement structure
<b>External Finish</b>	Weather Proof Exterior Paint
<b>Interior Finish</b>	Putty Puning
<b>Flooring</b>	Interiors-Vitrified Tile

	Staircase – Epoxy coating/ Tiles
<b>Kitchen</b>	<ul style="list-style-type: none"> <li>(i) Granite counter with Stainless steel sink</li> <li>(ii) Dado of ceramic tiles up to 2 ft above the counter / platform</li> <li>(iii) Electrical point for Refrigerator, Water purifier, Microwave, Chimney &amp; Exhaust fan</li> </ul>
<b>Toilet</b>	<ul style="list-style-type: none"> <li>(i) Anti skid ceramic floor tiles</li> <li>(ii) Toilet Walls – Designer Glazed tiles on the walls upto door height</li> <li>(iii) Sanitary ware of reputed brand</li> <li>(iv) Chrome Platted fittings of reputed brand</li> <li>(v) Electrical Point for Geyser &amp; Exhaust Fan</li> <li>(vi) Plumbing provision for Hot / Cold water line</li> </ul>
<b>Doors &amp; Windows</b>	<ul style="list-style-type: none"> <li>(i) Main Door – Flush Door with Laminate on external side</li> <li>(ii) Internal Doors –Painted /Polished Flush doors</li> <li>(iii) Windows –Powder Coated Aluminium sliding windows</li> </ul>
<b>Electricals</b>	<ul style="list-style-type: none"> <li>(i) Provision for Split AC Points</li> <li>(ii) Provision for Cable TV / Telephone / Broadband wiring</li> <li>(iii) Plug Points in all bedrooms, Living / Dining, Kitchen &amp; Toilets</li> <li>(iv) Concealed copper wiring with Central MCB of reputed brands</li> <li>(v) Door bell point at the main entrance door</li> <li>(vi) Modular switches of reputed brands</li> </ul>
<b>Lift</b>	Of reputed make

**Schedule-K**  
**[Amenities & Facilities]**

1	Round the clock water supply from filtration plant with oxidation chamber and Iron removal plant
2	Rain water harvesting
3	24 hours security personnel
4	CCTV installed at critical locations

5	Community hall which can be used for small parties, children birthday parties and other small functions
6	Standby generator for the Common Areas, Amenities & Facilities & the Units (Optional)
7	State-of-the-art fire-fighting equipment
8	Sewerage treatment plant and solid waste management with compacter and composter

**Schedule-L**  
**[Apartment]**

- a) **Tower No.** is a storied under construction being the "**Said Block**", at "**Said Complex**" in the project namely "**DTC CAPITAL CITY**"
- b) **Unit No.**\_\_\_\_, having carpet area of about \_\_\_ **Square Feet** together with a balcony having a carpet area of about **Square Feet**, and wardrobe having a carpet area of about \_\_\_ **Square Feet**, that is collectively having a usable area of about \_\_\_ **Square Feet**, [which is equivalent to about **Square Feet** of Super Built-up Area]
- c) **Type of Unit:** \_\_\_\_
- d) **Floor where Unit will be located:** \_\_\_\_\_ floor
- e) together with **1 (one) Nos. of Covered/Independent/Dependent in Basement Car Parking Space** admeasuring **135 Square Feet**
- f) **TOGETHER WITH** pro-rata share of the Said Block Common Portions, the Phase Common Portions and the Said Phase Land.

Note:

1. The floor plan of the Apartment is annexed hereto and marked as **Plan-B**.
2. In the event the Parking Space of the Allottee is non-dedicated, then the Allottee shall cooperate with allottee(s) of other non-dedicated parking space(s) with his/her Parking Space to facilitate each other for parking their respective vehicles.

**Schedule-M**

The Total Price payable for the said Apartment based on Carpet Area, is as follows:

Particulars	Rate per Square Feet	Amount (In INR)
<b>UNIT COST</b>		
<b>Exclusive Balcony/Varandah</b>		
<b>Wardrobe Area</b>		
<b>Exclusive open Terrace</b>		
<b>Proportionate cost of Common Areas</b>		
Car Parking		
Infrastructure Development Charges		
External Development Charges		
<b>Total Price</b>		
Club Membership Charges		

Note:

- i) The applicable amount of GST on the Unit, the Car Parking space and other extra charges has been charged separately (not mentioned above).
- ii) The amount as mentioned in Schedule-M as membership fees for the said club is not included in the aforementioned table. However, the said club membership charges shall be paid as per the payment plan as mentioned in Schedule-O here under by the Allottee to the Promoter.
- iii) In addition to the Total price mentioned above, at the time of taking possession of the Apartment the following Deposits will be required to be made by the Allottee:
  1. **Sinking Fund:** Rs.3 (Rupees Three) per Square Feet of the Super Built-up Area per month for 12 months.
  2. **Maintenance Charges Deposit:** Rs.3 (Rupees Three) per Square Feet of the Super Built-up Area, per month for 12 Months. with applicable GST which will be subject to the ongoing market escalation.

**Schedule-N**  
**[Payment Plan]**

**(Part-I)**  
**General**

(In case of agreement before commencement of construction of the concern Building.)

On Expression of Interest	Rs. 1,00,000/- together with applicable Goods & Service Tax.
Within 10 days from the date of issuance of the Booking Letter	10% of the Unit Cost, <i>Less the amount paid at the time of Expressions of Interest</i> together with applicable Goods & Service Tax.
Within 30 days from the date of issuance of the Booking Letter on Execution of Sale Agreement	20% of the Total Price <i>Less amount paid prior to Agreement for Sale</i> together with applicable Goods & Service Tax.
On Completion of Piling	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Ground Floor Roof Casting	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 1 <sup>st</sup> Floor	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 5 <sup>th</sup> Floor	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 9 <sup>th</sup> Floor	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Roof Slab	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Internal Flooring	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Unit except Bathroom Fittings	5% of the Total Price together with applicable Goods & Service Tax.
On or before the date of possession	i) 5% of the Total Price together with applicable Goods & Service Tax. ii) The Deposits together with applicable Goods & Service Tax.

**(Part-II)**  
**[Payment plan of the Allottee]**

*Inasmuch as the Piling work has been completed, the Payment Plan for the Allottee will be as follows:*

On Expression of Interest	Rs. 1,00,000/- together with applicable Goods & Service Tax.
Within 10 days from the date of issuance of the Booking Letter	10% of the Unit Cost, <i>Less the amount paid at the time of Expressions of Interest</i> together with applicable Goods & Service Tax.
Within 30 days from the date of issuance of the Booking Letter on Execution of Sale Agreement	30% of the Total Price <i>Less amount paid prior to Agreement for Sale</i> together with applicable Goods & Service Tax.
On Completion of Ground Floor Roof Casting	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 1 <sup>st</sup> Floor	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 5 <sup>th</sup> Floor	10% of the Total Price together with applicable Goods & Service Tax.
On Casting of 9 <sup>th</sup> Floor	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Roof Slab	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Internal Flooring	10% of the Total Price together with applicable Goods & Service Tax.
On Completion of Unit except Bathroom Fittings	5% of the Total Price together with applicable Goods & Service Tax.
On or before the date of possession	i) 5% of the Total Price together with applicable Goods & Service Tax. ii) The Deposits together with applicable Goods & Service Tax.

### **Schedule-O**

#### **[Payment plan of the Allottee for Club]**



At the time of executing Sale Agreement	10% of the total club membership charges together with applicable GST.
On Completion of Unit Flooring	30% of the total club membership charges together with applicable GST
On Completion of the Unit	30% of the total club membership charges together with applicable GST
At the time of possession	30% of the total club membership charges together with applicable GST

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

Signature \_\_\_\_\_

Name \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

*Authorised Signatory of the Owners:*

*Authorised Signatory of the Promoter:*

At Kolkata on \_\_\_\_\_ in the presence of

**WITNESSES:**

1. Name \_\_\_\_\_

Address \_\_\_\_\_

2. Name \_\_\_\_\_

Address \_\_\_\_\_

**ANNEXURES**

ANNEX-A	Copy of the Site Plan as disclosed by the Promoter in its registration. And the Key Plan.
ANNEX-B	Copy of Unit Layout Plan of the said Apartment