

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed at Kolkata on this _____ day of _____, _____

BETWEEN

- (1) **Mangalam Education Society**, a society registered under the West Bengal Societies Registration Act, 1961, having its registered office at St. Helen's School, 14, Watkins' Lane, Howrah 711101, Post Office Golabari, Police Station Golabari, District Howrah, West Bengal (PAN AAAAM5064H)
- (2) **St. Paul's Educational Foundation**, a society registered under the West Bengal Societies Registration Act, 1961, having its registered office at St. Helen's School, 14, Watkins' Lane, Howrah 711101, Post Office Golabari, Police Station Golabari, District Howrah, West Bengal (PAN AADTS8217N)
- (3) **Vedansh Traders Private Limited**, a company within the meaning of the Companies Act, 2013, having its registered office at 135, Foreshore Road, Howrah 711102, Post Office Shibpur, Police Station Shibpur, District Howrah, West Bengal (PAN AAACV8876C)

all are represented by their constituted attorney, **Usha Projects Private Limited** (CIN No. U70101WB2005PTC105925), a company within the meaning of the Companies Act, 2013, having its registered office at 9/1, Syed Amir Ali Avenue, 2nd Floor, Bharat Chambers, PIN 700017, Post Office Jhowtolla, Police Station Beniapukur, District Kolkata, West Bengal (PAN AAACU7929H), represented by its Director, **Jaybindra Thakur**, son of Late Bishnu Thakur, by faith Hindu, by nationality Indian, by occupation Business, residing at N B Railway Apartment, Netaji Subhas Road, Shanti Nagar, Liluah, Howrah 711204, Post Office, Liluah, Police Station Liluah, District Howrah, West Bengal (PAN AHMPT0144M)

Usha Projects Private Limited
Mangalam Education Society &
St. Paul's Educational Foundation

Jaybindra Thakur

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

And

- (4) Usha Projects Private Limited (CIN No. U70101WB2005PTC105925), a company within the meaning of the Companies Act, 2013, having its registered office at 9/1, Syed Amir Ali Avenue, 2nd Floor, Bharat Chambers, PIN 700017, Post Office Jhowtolla, Police Station Beniapukur, District Kolkata, West Bengal (PAN AAACU7929H), represented by its Director, Jaybindra Thakur, son of Late Bishnu Thakur, by faith Hindu, by nationality Indian, by occupation Business, residing at N B Railway Apartment, Netaji Subhas Road, Shanti Nagar, Liluah, Howrah 711204, Post Office Liluah, Police Station Liluah, District Howrah, West Bengal (PAN AHMPT0144M)

(Promoter, which expression shall include it's successors-in-interest and/or assigns).

And

- (5) _____, _____ of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, PIN _____, Post Office _____, Police Station _____, District East _____ (PAN _____)

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

Owners, Promoter and Allottee referred to as such or as Party and collectively Parties.

And

- (6) Argent Infrabuild Private Limited (CIN U70109WB2021PTC247004), a company incorporated under the Companies Act, 1956 and deemed existing under the Companies Act, 2013 (PAN AAVCA5978K), having its registered office at 4 Azimganj House, 1st Floor, 7, Camac Street, Kolkata-700017, represented by its authorized Director, Rajat Pasari, son of Raj Gopal Pasari, of 25B, Ballygunge Park, Kolkata-700019, Post Office Ballygunge, Police Station Karaya, District South 24 Parganas, West Bengal (PAN BDKPP7331M)

(Confirming Party, which expression shall include it's successors-in-interest and/or assigns).

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

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

WHEREAS:

- A. The Owner Nos. 1 to 3 are the joint owners of land measuring approximately 78.889 (seventy eight point eight eight nine) *cottah*, situate, lying at and being Municipal Premises No.160, Grand Trunk Road, Howrah 711102, Police Station Shibpur, within Ward No. 36 of the Howrah Municipal Corporation (HMC), Mouza - Baze Shibpur, District Howrah, West Bengal (Zone Sandhyabazar to Rajnarayan Roychoudhury Ghat Road) (**Project Property**). The Project Property is more particularly described in **Schedule A-1** below and is delineated by Red colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1"**. The Owners have purchased the Project Property *vide 3 (three) separate Deeds of Conveyance i.e. (1)* Deed of Conveyance dated 14th December, 2019, duly registered in the Office of the District Sub-Registrar II, Howrah and recorded in Book No. 1, Volume No. 0513-2019, Pages from 233096 to 233125, being No. 051307066 for the year 2019 (2) Deed of Conveyance dated 22nd September, 2021, duly registered in the Office of the District Sub-Registrar II, Howrah and recorded in Book No. 1, Volume No. 0513-2021, Pages from 285484 to 285512, being No. 051308384 for the year 2021 and (3) Deed of Conveyance dated 21th January, 2008, duly registered in the Office of the Registrar of Assurances-I, Kolkata and recorded in Book No. I, CD Volume No. 10, Pages from 7620 to 7653, being No. 04907 for the year 2009. For the purposes of *inter-alia* developing the Project (defined in Recital B below) on the Project Property, the Owners and the Promoter have entered into (1) the Development Agreement dated 7th January, 2023, registered in the Office of the Additional Registrar of Assurances IV, Kolkata and recorded in Book No. 1, Volume No. 1904-2023, Pages from 250595 to 250633, being Deed No. 190404945 for the year 2023, made between Mangalam Education Society & St. Paul's Educational Foundation (being the Owner No. 1 and 2 herein) and the Promoter (2) Development Agreement dated 20th June, 2023, registered in the Office of the Additional Registrar of Assurances IV, Kolkata and recorded in Book No. 1, Volume No. 1904-2023, Pages from 433483 to 433522,

being Deed No. 190408840 for the year 2023, made between Vedansh Traders Private Limited (being the Owner No. 3 herein) and the Promoter and (3) Supplementary Development Agreement dated 26th September, 2023, registered in the Office of the Additional Registrar of Assurances IV, Kolkata, and recorded in Book No. I, being No. 15359 for the year 2023, made between the Owners and the Promoter (“collectively Development Agreement”).

- B. The Project Property is earmarked for the purpose of building a partly residential and partly commercial project *inter-alia* comprising of multi-storied buildings, car parking spaces and/or any other permissible developments in the Project Property and the project shall be known as “PRARTHANA” (“Said Complex”). The development of the Said Complex known as ‘PRARTHANA’ *inter alia* consisting of 2 (two) blocks of buildings containing both residential and commercial units is being registered as a ‘real estate project’ (“Project”) with the West Bengal Real Estate Regulatory Authority (“Authority”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- C. The Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Owners to the Project Property and the Promoter’s right and entitlement to develop the Project Property on which the Project is to be constructed have been completed.
- D. The HMC has sanctioned the plan for construction on the Project, bearing Building Permit No. 24/15-16 dated on 20.09.2021.
- E. The Promoter has already prepared an altered /amended Building Plan. The Promoter shall be entitled to make further amendments and/or alterations, from time to time, to the above referred altered/amended Building Plan and the Allottee shall not be entitled to raise any objection in this regard. The Promoter has, under the Development Agreement, exclusive rights to sell or otherwise transfer the entire units and other transferable spaces and rights in the Project and to receive the price and other amounts in respect thereof.
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____.
- G. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted Residential Apartment No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, more or less, being more particularly

described in **Schedule B** and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"** ("**Said Apartment**") in **Block _____** ("**Said Building/Said Block**") together with the right to park in the parking space/s more particularly described in **Schedule B** below (**Said Parking Space**) and together with pro rata share in the common areas of the Project as a member of the Association (**Share In Common Areas**), the said common areas of the Project being described in **Schedule E** below ("**Common Areas**"). The Said Apartment, Said Parking Space (if any) and the Share In Common Areas collectively described in **Schedule B** below (collectively "**Said Apartment And Appurtenances**").

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The principal and material aspects of the development of the Project as disclosed by the Promoter are briefly stated below-
- (i) The Promoter shall be entitled to utilize any additional FAR or constructed area as may be sanctionable in respect of the Project Property and/or any other adjoining land if included by the Promoter within the Project area in future, by construction of additional floors or storeys on the buildings or any blocks thereof at the Project Property at any time before or after completion of construction of the buildings at the Project Property and such right is being hereby excluded and reserved unto the Promoter. The Allottee accepts any consequential variation in the shares in land and common areas attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof.
 - (ii) The Allottee agrees that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats/units in the Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats/units and to the exclusion of other allottee/s in the Project ("**Limited Areas And Facilities**"). The Allottee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Allottee in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** hereunder written. The Allottee agrees to not use the Limited Areas and Facilities identified for other allottee/s nor shall the Allottee has any claim of any nature whatsoever with respect to the Limited Areas and Facilities identified for other allottee/s and/or the usage thereof.
 - (iii) The Common Areas in the Project that may be usable by the Allottee and other allottee/s on a non-exclusive basis are listed in **Schedule E** hereunder written. In this regard it is clarified that the Project shall contain certain common areas, facilities and amenities as specified in **Part III** of

Schedule E which shall be exclusively be made available to and usable by the allottee/s of the residential apartments/units comprised in the Project and shall not be available to the allottee/s of the commercial unit/s comprised in the Project.

- (iv) The Said Building shall contain certain Common Areas as specified in **Part I of Schedule E** hereto and the Allottee shall have the right to use the said Common Areas in common with the Owners, the Promoter, the other allottee/s of the Said Building and other persons as may be permitted by the Promoter. The Project shall also contain certain Common Areas as specified in **Part II of Schedule E** hereto and the Allottee shall have the right to use the said Common Areas in common with the Owners, the Promoter, the other allottee/s of the Project and other persons as may be permitted by the Promoter.
 - (v) The Allottee agrees and acknowledges that the sample apartment/flat/unit (if any) is constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment/flat/unit and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample apartment/flat/unit, other than as expressly agreed by the Promoter under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment/flat/unit constructed by the Promoter.
 - (vi) By an Agreement dated 28th September, 2023 (**DM Agreement**), executed between the Promoter and the Confirming Party herein, namely Argent Infrabuild Private Limited, the Promoter has appointed the Confirming Party to manage and oversee the execution of the Project on the terms and conditions contained in the DM Agreement. In terms of the DM Agreement, it has been agreed between the Promoter and the Confirming Party that the Confirming Party shall be a necessary party to all sale agreements/conveyance deeds executed by the Promoter in favour of the allottee/s of the Project and accordingly, the Confirming Party is joining this Agreement as a party to confirm the sale in favour of the Allottee herein. However, notwithstanding the Confirming Party being a party to this Agreement, it is clarified that the Confirming Party shall have no obligation whatsoever towards the Allottee herein and/or other allottee/s of the Project and the Promoter shall be solely responsible for all aspects of the Project as more fully mentioned in this Agreement. Accordingly, the Allottee agrees and undertakes not to make any claim against the Confirming Party on any grounds whatsoever.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

K. 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.

L. 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 Said Apartment And Appurtenances, being collectively described in Schedule B.

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

1. TERMS:

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

1.1.1 The Total Consideration of the Said Apartment is RS. _____/- (RUPEES _____) and the price of the Said Parking Space (if any) is Rs _____/- (Rupees: _____) aggregating to Rs. _____/- (Rupees _____) ONLY ("Total Consideration of Apartment/Parking Space").

1.1.2 The Total Extras and Deposits in respect of Said Apartment ("Total Extras And Deposits"), payable by the Allottee to the Promoter consists of the following:

Extras:

1. Club	
2. Generator, Transformer & Electricity Expenses	
3. Legal Charges, excluding stamp duty and registration fees, registration/commission fees and expenses which shall be paid extra by the Allottee at actuals	
4. Formation of Association	
5. Electricity	Meter deposit at actual

TOTAL	Rs. /-
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Deposits:

• Maintenance Deposit	
• Maintenance Corpus Fund	

1.1.3 As per prevailing rates of GST, the Total Taxes (GST) in respect of Said Apartment And Appurtenances is Rs. _____/- (Rupees _____) and Extra Charges in respect of Said Apartment And Appurtenances is Rs. _____/- (Rupees _____) only ("Total Tax").

However, this amount is excluding the amount of GST paid on 'Extra Development Charges'.

1.1.4 The Total Consideration of Apartment/Parking Space, the Total Extras and Deposits and the Total Tax as mentioned in Clause Nos. 1.1.1, 1.1.2, and 1.1.3 above, respectively, is hereinafter collectively referred to as "the Total Price".

Explanation:

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

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Schedule C below and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the detail of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) **TDS:** If applicable, the tax deduction at source (TDS) under section 194 IA of the Income Tax Act, 1961, shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 30 (thirty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this Agreement and the amount thereof shall be treated as outstanding.
- 1.2 The Total Price is escalation-free, save and except escalations/increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in taxes, charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the Promoter shall enclose the said notification/ order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.3 The Allottee shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.4 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Promoter at its sole discretion) and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Said Apartment, without the previous written consent of the Allottee as per the provisions of the Act. 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. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition alterations.
- 1.5 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said Apartment is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in

the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.1.1 of this Agreement.

1.6 Subject to Clause 9.3 of this Agreement, the Promoter agrees and acknowledges that the Allottee shall have the following rights to the Said Apartment And Appurtenances:

- (i) The Allottee shall have exclusive ownership of the Said Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas Of the Project (described in **Schedule E** below) as a member of the Association, since the Common Areas and shall be transferred in favour of the Association of allottees as mandated by law. Since the share/interest of the Allottee in the Common Areas of the Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Project along with other occupants/allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall hand over the Common Areas of the Project (described in **Schedule E** below) to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) The computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.7 It is made clear by the Promoter and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project Property (described in **Schedule A-1** below). It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the allottees as expressly mentioned in this Agreement.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.8 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings

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

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

2. PAYMENTS:

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

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

2.3 The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof.

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

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2. The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The 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 necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment to the Allottee and the Common Areas of the Project (described in Schedule E below) to the association of allottees, upon its formation and registration. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C i.e. the Payment Plan.

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

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, sanctioned plans, apartment plans [annexed along with this Agreement] which has been or is based out of the plans approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said sanctioned plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, and provisions prescribed by the applicable Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than those as elsewhere provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT:**

7.1. **Schedule for possession of the Said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottee and the Common Areas of the Project to the association of allottees (upon its formation and registration) is the essence of the Agreement. The Promoter based on the approved plans and specifications, assures to hand over possession of the Said Apartment in place on **31st October, 2028** ("**Completion Date**"), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project; or any further delay(s) beyond the control of the Promoter due to epidemic, quarantine restriction, state or nation wide lockdown, including any future disruptions due to the coronavirus disease ("**Force Majeure**"). If, however, the completion of

the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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 is linked *inter alia* to the progress of construction, and the same is not a time linked plan.

7.2. Procedure for taking possession - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Said Apartment to the Allottee subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges (as provided on **Schedule G** below) as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 (thirty) days of receiving the completion certificate of the Project.

7.3. Failure of Allottee to take Possession of Apartment- Upon receiving a written intimation from the Promoter as mentioned in Clause 7.2 above, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2 above, such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay

after the lapse of 3 (three) months from the date of issuance of possession notice of the Said Apartment shall become applicable.

- 7.4. **Possession by the Allottee-** After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Project to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas Of the Project (as specified in Schedule E below), to the association of allottees, upon its formation and registration or the competent authority, as the case may be, as per the local laws.
- 7.5. **Cancellation by Allottee-** The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Said Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such Cancellation. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

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

- 7.6. **Compensation -** The Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Said Apartment is being constructed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

Provided that where if the Allottee does not intend to withdraw from the Project, 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 which shall be paid by the Promoter to the Allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the Project Property; the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the Project Property or the Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Project, save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the Project Property and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Property, the Said Apartment, the Said Block and Common Areas of the Project till the date of handing over of the Project to the association of allottees;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant,

peaceful, physical possession of the Said Apartment to the Allottee and the Common Areas of the Project to the association of allottees, upon the same being formed and registered;

- (x) The Said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Apartment;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of Apartment along with Common Areas of the Project (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or not;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Property) has been received by or served upon the Promoter in respect of the Project Property.
- (xiii) That the Project Property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Said Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice subject to allottee registering the deed of cancellation in respect of the Said Apartment and Appurtenances;

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

9.3. The 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 to the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter, may cancel the allotment of the Said Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

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

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

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

11. MAINTENANCE OF THE SAID BLOCK /APARTMENT /PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottee (to the Promoter) from the date of obtaining completion certificate till handover of maintenance of the Project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottee and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee of the Project including those mentioned in Schedule G below ("Common Expenses/Maintenance Charges").

12. DEFECT LIABILITY:

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

12.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Project. The Allottee is aware that any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural

member may adversely impact the Said Apartment at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee it shall be necessary to appoint an expert/ surveyor to be nominated by the architect of the said project, who shall survey and assess the same and then submit report to state the defects in material used in the structure and in the workmanship executed.

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

The Allottee hereby agrees to purchase the Said Apartment 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 by the Promoter (until formation of the association of allottees) and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. USAGE:

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT

- 16.1. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Block, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and 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.
- 16.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Block or anywhere on the exterior of the Project, apartment therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common areas of the Said Block. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.
- 16.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively **Covenants**), described in **Schedule F** below.

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

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter shall be entitled to make further amendments and/or alterations, from time to time to the Building Plan and the Allottee shall not be entitled to raise any objection in this regard.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

The Owner/ Promoter shall have the right to raise finance and/or loan facility from any bank and/or financial institution for that purpose create mortgage, charge on the land and/or securitization of the receivables. However, after the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT:

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

21. BINDING EFFECT:

Forwarding this Agreement to the 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 within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the 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 Sub-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 understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment, as the case may be.

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee is not making payments as per the Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the 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.

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

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by 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.

31. JOINT ALLOTTEES:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof/hereof 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 of 2016.

SCHEDULE - 'A-1'

(Project Property)

Land measuring approximately 78.889 (seventy eight point eight eight nine) *cottahs*, more or less, equivalent to 56800.08 (fifty six thousand eight hundred point zero eight) square feet and further equivalent to 5276.86 (fifty thousand two hundred seventy six point eight six) square meter, situate, lying at and being Municipal Premises No.160, Grand Trunk Road, Howrah 711102, Police Station Shibpur, within Ward No. 36 of the Howrah Municipal Corporation, Mouza - Baze Shibpur, District Howrah (Zone Sandhyabazar to Rajnarayan Roychoudhury Ghat Road), delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and marked as **Annexure "1"** and butted and bounded as follows:

On the North	:	Partly Premises No. 159, G.T. Road, (South), Howrah and partly by other premises.
On the East	:	By G.T. Road, (South), Howrah
On the South	:	Shibpur Police Station
On the West	:	Partly by Premises No. 17, P.M. Bustee 4th by-lane, Howrah and partly by other premises.

SCHEDULE - 'B'

(Said Apartment And Appurtenances)

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

(b) The Said Parking Space, being the right to park 1 (one) medium sized cars in the _____, in the _____ admeasuring 135 (one hundred and thirty five) square feet; and

(c) The Share In Common Areas pro rata share in the Common Areas of the Project described in Schedule - 'E' below as members of the association, subject to the terms and conditions of this Agreement;

SCHEDULE 'C'

The Total Consideration for Said Apartment (as mentioned in Clause 1.1.1 above) payable is RS. _____
 _____/- (RUPEES _____ ONLY) and the price of the Said
 Parking Space (if any) is Rs _____/- (Rupees: _____)
 aggregating to Rs. _____/- (Rupees _____).

The Allottee shall make the payment of the Total Price (defined in Clause 1.1.4 of this Agreement) as per the below-mentioned payment plan.

(Payment Plan)

Payment Schedule

Booking Amount: Part - I (on day of Application)	Rs. 2,00,000 + GST
Booking Amount: Final (within 15 days of Application)	10% of the Total Consideration (Less Booking Amount: Part - I) + GST
Within 15 days of Execution of Agreement for Sale	10% of the Total Consideration + 50% of Extra Charges + GST
On Commencement of Piling	10% of the Total Consideration + GST
On Commencement of Ground Floor Slab Casting	10% of the Total Consideration + GST
On Commencement of 3rd Floor Slab Casting	10% of the Total Consideration + GST
On Commencement of 6th Floor Slab Casting	10% of the Total Consideration + GST
On Commencement of 9th Floor Slab Casting	10% of the Total Consideration + GST
On Commencement of 12th Floor Slab Casting	10% of the Total Consideration + GST
On Commencement of 15th Floor Slab Casting	10% of the Total Consideration + GST
On Completion of Flooring of the Unit	5% of the Total Consideration + GST

On Possession of the Unit	5% of the Total Consideration + 50% of Extra Charges + Maintenance Deposit + Maintenance Corpus Fund + GST
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SCHEDULE 'D'

Specifications

(Which Are Part Of the Said Apartment)

Structure:

Earthquake resistant RCC framed structure

Wall:

Internal & External: Brickwork/AAC blockwork

Doors:

Main Door: Decorative flush door with accessories

Other Doors: Flush door

Balcony: Powder coated aluminium sliding door with clear glazing

Door handles, locks and hinges of reputed make

Windows:

Powder coated aluminium with clear glazing windows

Flooring:

Living & Dining Area, Bedrooms: Vitrified tiles

Kitchen: Anti-skid ceramic tiles/Vitrified tiles

Toilet: Anti-skid ceramic tiles

Ground Floor Lobby: Marble flooring

Typical Floor Lobby: Vitrified tiles

Electricals:

Concealed wiring with modular switches of reputed make

Provision for television point in living & dining area and all bedrooms

Provision of telephone and broadband points in living & dining area

Provision for one no. split AC in living & dining and all bedrooms

Kitchen: Electrical points for light, fan, refrigerator, water purifier, microwave, mixer grinder and exhaust fan

Toilet: Electrical points for light, geyser, hairdryer and exhaust fan

Kitchen:

Counter: Granite slab with stainless steel sink

Wall: Wall tiles up to 2ft height over granite counter

Toilet:

Counter: Granite basin counter in all toilets

Wall: Ceramic tiles up to door height

Sanitary ware: Sanitary ware of reputed make

CP fittings: Sleek CP fittings of reputed make

Wall Finish:

Internal Wall: Gypsum/Putty finish

Ceiling: Putty finish

External Wall: Weather shield exterior grade paint

Lift:

Automatic high-speed elevators of reputed make

SCHEDULE - 'E'

(Common Areas Of the Project)

Part I

(COMMON AREAS IN THE BUILDING)

<ul style="list-style-type: none">Entrance Lobby at the ground level of the Said Building	<ul style="list-style-type: none">Lobbies on all floors and staircase(s) of the Said Building
<ul style="list-style-type: none">Lift machine room(s) and lift well(s) of the Said Building	<ul style="list-style-type: none">Water reservoirs/tanks of the Said Building
<ul style="list-style-type: none">Water supply pipeline in the Said Building (save those inside any apartment)	<ul style="list-style-type: none">Drainage and sewage pipeline in the Said Building (save those inside any apartment)
<ul style="list-style-type: none">Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building	<ul style="list-style-type: none">Electricity meter(s) for common installations and space for their installation
<ul style="list-style-type: none">Intercom Network in the Said Building, if any	<ul style="list-style-type: none">Network of Cable TV/DTH in the Said Building, if any
<ul style="list-style-type: none">Broadband connection in the Said Building, if any	<ul style="list-style-type: none">Fire fighting system in the Said Building
<ul style="list-style-type: none">Lift(s) and allied machineries in the Said Building	<ul style="list-style-type: none">External walls of the Said Building
<ul style="list-style-type: none">Roof Area	<ul style="list-style-type: none">Stair Room
<ul style="list-style-type: none">CCTV	

Part II

(COMMON AREAS IN THE PROJECT)

1	Driveways, fire tender paths, walkways and landscaped green areas
2	Central drainage & sewage pipeline and central water supply pipeline
3	Land comprised in the Project Property

Utilities:

Sewage treatment plant

Advance fire fighting system

Central garbage collection system

24 x 7 power back up

Water treatment plant

24 x 7 potable water supply

Facility management service

Smart Security System:

24 x 7 security post with gate house and boom barrier

24 x 7 CCTV surveillance in selected common areas

Part III

(EXCLUSIVE COMMON AREAS FOR RESIDENTIAL APARTMENT OWNERS)

Key Highlights:

Sacred temple

Podium:

Swimming pool

Kid's pool

Water seating court

Party hall

AC gymnasium

AC indoor games room

Cabana with lawn

Hanging lounge

Adda zone with pebble bed

Terrace:

Lawn with deck

Reflexology court

Seating maze

Cabana

Adda cove

Reading corner

Surya namaskar deck

Ortho seating deck

Party lawn with BBQ deck

Kids' play area

Sky cove

Open to sky games corner

Chess court

Sky turf

SCHEDULE 'F'

(Covenants)

The Allottee covenants with the Promoter (which expression includes the body of apartment/unit owners of the Project under the West Bengal Apartment Ownership Act, 1972 ("Association"), wherever applicable) and admits and accepts that:

1. **Satisfaction of Allottee:** The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accept the same and shall not raise any objection with regard thereto.
2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in **Schedule E** above) and Specifications (described in **Schedule D** above) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Complex and/or the Project Property save and except the Said Apartment And Appurtenances.
3. **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Complex (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Allottee shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and no superior rights with regard to the Common Areas shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/Project.
4. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall (1) pay the Tax, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and (2) have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction

or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

5. **Allottee to Pay Common Expenses/Maintenance Charges:** The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Allottee to Pay Interest for Delay and/or Default:** The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 12 (twelve) per annum or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas Of the Project.
7. **Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottee to the Promoter **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
8. **No Obstruction by Allottee to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to make other constructions on the Said Complex and/or Project and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.

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

10. **Variable Share In Common Areas:** The Allottee fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Project (2) if the area of the Said Block/Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

11. **Allottee to Participate in Formation of Association and Apex Body:** The Allottee admits and accepts that the Allottee and other intending allottees/owners units/apartments/other developments comprised in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all apartment/building/s in the Other Residential Component/Non-Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("**Apex Body**"). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.

12. **Obligations of Allottee:** The Allottee shall:

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

- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block, the Project and the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances, wholly and the Common Areas, proportionately from the possession date.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Project Property, and outside walls of the Said Block **save** in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Promoter shall endeavour to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee.
- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

For Commercial Units:

- **Commercial Use:** use the Said Unit for commercial purpose only and not for residential purposes and/or any other non-commercial purposes.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.

- (g) **No Structural Alteration and Prohibited Installations:** The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Block/ Said Apartment and/or on any external part of the Said Block and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Apartment. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Apartment /Said Block and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all. Save and except as permitted by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block. Further, the Allottee shall not make any additional construction to cover the balcony of the Said Apartment. Furthermore and save and except as permitted by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, the Allottee shall not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block. Further, the Allottee shall not make any additional construction to cover the balcony of the Said Apartment.
- (h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.
- (j) **Trade Mark Restriction:** not to use the name/mark *Prarthana* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of

address of the Said Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark *Prarthana*.

- (k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project/Said Block and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (m) **No Obstruction to Promoter/Facility Manager/Association/ Apex Body:** not obstruct the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Block and/or the Said Complex/Project/Project Property and selling or granting rights to any person on any part of the Said Block /Said Complex/Project/Project Property (excepting the Said Apartment).
- (n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment.
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, or the Common Areas.
- (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment.

- (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment /Said Block /Said Complex **save** at the place or places provided therefor **provided** that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.
- (t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (u) **No Installing Generator:** not install or keep or run any generator in the Said Apartment.
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- (x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
- (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the exterior portions of the Said Apartment.
- (z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottee hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee hereby confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms.

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

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

- 12.2 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottee has accepted the scheme of the Promoter to construct/develop the Said Complex/Project in phases and to construct on other portions of the Project Property /proposed adjoining land and hence the Allottee has no objection to the continuance of construction in the other portions of the Project Property / the proposed adjoining land/the Said Complex, even after the date of possession notice. The Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity.
- 12.3 **No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Allottee shall not have any right in the other portions of the Project Property/the proposed adjoining land/the Said Complex and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Project Property /the proposed adjoining land/the Said Complex.
- 12.4 **Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, and decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottee, proportionately.
13. **Nomination:** The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the below mentioned conditions:**
- (a) The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.

- (b) The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.
- (c) The Allottee shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoter towards the tripartite Nomination Agreement.
- (d) Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

14. Said Club:

- 14.1 The Promoter has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all allottees of residential units in the Project.
- 14.2 **Membership Obligation of Allottee:** Membership of the Said Club being compulsory for all allottees of residential units in the Project, the Allottee (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s under this Agreement is more than 1 (one), as be nominated *inter se* among the allottee/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottee understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Allottee) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Allottee of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Agreement.
- 14.3 **Membership Scheme of Said Club:** The Allottee understands and accepts that (1) membership of the Said Club shall be open only to the allottees of the of residential units in the Project and shall not be open/available to the allottees of the of commercial units in the Project (2) each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment (3) membership is open only to individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** (7) if an Allottee lets out his/her apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee.
- 14.4 **Facilities of Said Club:** Notwithstanding anything contained in this Agreement, the Allottee understands and accepts that the Promoter shall have the sole rights and discretions in planning

the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter.

- 14.5 **Commencement of Operation of Said Club:** The Promoter reasonably expects that the Said Club shall be made operational after the entirety of the Said Project is completed and made ready. The Allottee understands and accepts that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottee shall not raise any claim or objection in this regard.
- 14.6 **Club Manager:** The Allottee understands and accepts that the Said Club (at the sole discretion of the Promoter) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottee further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter and the allottees of the Said Complex shall have no right to replace the Club Manager.
- 14.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Allottee understands and accepts that (1) the Allottee does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Allottee may have to pay separate amounts towards membership fee (2) the Allottee may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottee will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottee resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter and this shall be in addition to the Common Expenses/Maintenance Charges.
- 14.8 **User Charge:** The Allottee understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

SCHEDULE 'G'

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottee.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common

Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block] and the road network, STP etc.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex **save** those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses of the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

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

Witnesses:

Drafted by me:

MEMO OF CONSIDERATION

RECEIVED of and from the within named Allottee within mentioned sum of Rs.
_____ /-(Rupees _____)

Only) being the consideration amount in PART as per memo below:-

1.	By Cheque No. _____ dated _____ drawn on _____	Rs. _____
2.	By Cheque No. _____ dated _____ drawn	Rs. _____

	on _____.	
3.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
TOTAL AMOUNT RECEIVED		Rs. _____

Witness:

1.

2.

SIGNATURE OF PROMOTER