

Agreement for Sale

This

Agreement for Sale (Agreement) executed on this _____ day of _____, 20__.

By and Between

NEELKANTH NIRMAN PRIVATE LIMITED, (PAN: AACCN0826A) a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at 17/H/8, Balai Singhi Lane, 1st Floor, Post Office : Amherst Street, Police Station - Amherst Street, Kolkata - 700009 **SAHARSH PROJECTS PRIVATE LIMITED, (PAN : AATCS8669P)** a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office - Beadon Street, Police Station - Burtolla, Kolkata 700006 **TELLUS PROPERTIES PRIVATE LIMITED, (PAN : AAECT7376D)** a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office - Beadon Street, Police Station - Burtolla, Kolkata 700006, being **PEARLTREE INFRASTRUCTURE PRIVATE LIMITED, (PAN : AAHCP5344E)** a company duly incorporated under the relevant Provisions of the Companies Act, 1956, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office - Beadon Street, Police Station – Burtolla, Kolkata 700006, **KEDARNATH ENTERPRISES PRIVATE LIMITED, (formerly known as KEDARNATH HEIGHTS PVT. LTD.), (PAN : AAFCK2405B)** a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having its registered office at 8, Zarrif Lane, Kolkata 700006 (formerly at "Shiva Heights" 171A, Ramesh Dutta Street, Ground Floor, Kolkata 700006) Post Office – Beadon Street, Police Station - Burtolla, **AMARNATH NIRMAN PRIVATE LIMITED (PAN : AALCA8304P),** a company duly incorporated under the relevant Provisions of the Companies Act, 1956, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office - Beadon Street, Police Station - Burtolla, Kolkata 700006; **UMESH KHEMKHA (HUF) (PAN : AAAHU2164F)** by faith- Hindu, by Occupation – Business, by Nationality- Indian, represented by SHRI UMESH KHEMKHA (**PAN : AEPPK2002M**) residing at Alcove Gloria, 403/1, Dakshindari Road, Sreebhumi, T-1, Flat No. 8D, Kolkata – 700 048, Post Office - Shreebhumi, Police Station - Lake Town; **SHRI ANKIT AGRAWAL (PAN : BGZPA8163N) (Aadhar – 8016 9881 7852),** son of Shri Brijesh Kumar Agrawal, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Alcove Gloria, Block - 2, 10th Floor, Flat – 10H, 403/1 Dakshindari Road, Sreebhumi, Kolkata – 700 048, Post Office - Shreebhumi, Police Station - Lake Town; **MADHU SULTANIA,(PAN : AVRPS6944D) (Aadhar – 8143 2359 5802),** wife of Sri Subhash Chandra Sultania, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 50, Cotton Street, 3rd Floor, Post Office Barabazar, Police Station - Barabazar, Kolkata 700007, **SINCLAIR INFRASTRUCTURE PVT. LTD (PAN : AATCS1737J),** a company duly incorporated under the relevant Provisions of the Companies Act, 1956, having its registered office at 8, Zarrif Lane, Kolkata 700006, Post Office – Beadon Street, Police Station - Burtolla, **MD. SAHABUDDIN MOLLA (PAN: AQXPM4616R)** son of Ketab Ali Molla, by faith- Muslim, by Nationality – Indian, by Occupation – Business, residing at Vill – Hudarait, Post Office - Bagu, Police Station - Rajarhat, District – North 24 Parganas, Kolkata – 7000135.**MUSLIMA KHATUN (PAN:CHQPK3462H),** wife of Yunus Gazi, by faith- Muslim, by Nationality – Indian, by Occupation – Service, residing at Vill – Baligori, Post Office - Chakpachuria, Police Station- New Town, Dist. – North 24 Parganas, Kolkata – 700156, & **MASUD GAZI (PAN : DEWPG7802D)** son of Unush Gazi, by faith- Muslim, by Nationality – Indian, by Occupation – Service, residing at Vill – Baligori, Post Office - Chakpachuria, Police Station- New Town, Dist. – North 24 Parganas, Kolkata – 700156,**BRIJESH KUMAR AGRAWAL,(PAN : ACYPA6430G) (Aadhar – 9163 5833 7726),** son of Late Baij Nath Agrawal, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Alcove Gloria, Block -2,

10th Floor, Flat – 10H, 403/1 Dakshindari Road, Sreebhumi, Kolkata – 700 048, Post Office - Shreebhumi, Police Station - Lake Town, **MRS. JAYA AGRAWAL alias JAYA MITTAL (PAN: CPJPM2389J),(AADHAAR NO: 2758 8748 2619)**, wife of MR. ANKIT AGRAWAL, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Alcove Gloria, Block - 2, 10th Floor, Flat – 10H, 403/1 Dakshindari Road, Sreebhumi, Kolkata – 700 048, Post Office - Shreebhumi, Police Station - Lake Town; hereinafter jointly be referred to as **"Owners"**;

AND

NEELKANTH NIRMAN PRIVATE LIMITED, (PAN: AACCN0826A) a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at 17/H/8, Balai Singhi Lane, 1st Floor, Post Office : Amherst Street, Police Station - Amherst Street, Kolkata – 700009 represented by its Director **SHRI BRIJESH KUMAR AGRAWAL,(PAN : ACYPA6430G) (Aadhar – 9163 5833 7726)**, son of Late Baij Nath Agrawal, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Alcove Gloria, Block -2, 10th Floor, Flat – 10H, 403/1 Dakshindari Road, Sreebhumi, Kolkata – 700 048, Post Office - Shreebhumi, Police Station - Lake Town,hereinafter referred to as the **"Developer"** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors., administrators and successors of the last surviving partner and their assigns),
of the **SECOND PART**;

AND

(1) Mr./Mrs./Ms..... (having Aadhaar No.) & (PAN:) son/daughter/wife of Mr..... by Occupation -, &(2) Mr./Mrs./Ms..... (having Aadhaar No.) & (PAN:) son/daughter/wife of Mr..... by Occupation:, residing at hereinafter called the **"Allottee/s"**(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

The Owners, Developer and Allottee/s shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS:

- i. The First Parties abovenamed are the absolute and lawful Owners of a portion of land measuring an area **ALL THAT PIECE OR PARCEL OF AN 'AMALGAMATED PROPERTY'** containing and admeasuring a land area measuring 104.2 Decimals(more or less) comprised in RS / LR Dag No 1061(part), 1062(part), 1063, 1064(part), 1020(part), 1021(part) under LR Khatian No 3653, 3637, 3057, 3584,3583,3479,3577,3085,3576,3640,3090, 3873,3874, 3875, 3038, 3227, 3100, 4230, 4229, 3038, 3100, 4230, 4229, 3863 in Mouza Chakpachuria, JL No 33 and a land area measuring 45 Decimals (more or less) comprised in RS/ LR 3914 ,3915(part) about under LR Khatian No 5887, 6944, 5721,7303,7096, 7093,

7094,7095,7310,5422 in Mouza Patharghata, J L No 36 District North 24 Parganas. The Developer has constructed a Project on the adjacent land and for the purpose of the Project the land under the present phase and the adjacent phase shall be understood as the entire subject land .

- ii. The Owners and the promoter have entered into a Development/Joint Development Agreements all dated on 17th February 2017 and at the office of the A.R.A IV, Kolkata and Development/Joint Development Agreements all dated on 26th March 2022 and at the office of the A.R.A IV, Kolkata, more particularly described in the **Part I of Schedule "A"** hereunder written.
 - iii. By and under a Development Agreement dated on 17th February 2017 and registered in the office of A.R.A. IV, Kolkata, in Book no. I, Volume no. 1904-2017, Pages from 51386 to 51450 being Deed no. 190401328 for the year 2017, the Owners granted the development rights in respect of the Subject Land to the Developer on the terms and conditions and other covenants as mentioned therein. Thereafter by a further and separate Development Agreement dated on 26th March 2022 and registered in the office of A.R.A. IV, Kolkata, in Book no. 1, Volume no. 1904-2022, Pages from 391093 to 391148 being Deed no. 190405514 for the year 2022, the Owners granted the development rights in respect of the Subject Land to the Developer on the terms and conditions and other covenants as mentioned therein.
 - iv. In terms of the said Development Agreement dated 26th March 2022 made between the Owners and the Developer, the Owners also executed a Power of the office of A.R.A. IV, Kolkata, in Book no. 1, Volume no.1904-2022, Pages from 391093 to 391148 being Deed no. 190405514 for the year 2022, and a further Power of Attorney the office of A.R.A IV, Kolkata, in Book no. I, Volume no. 1904-2022, Pages from 391149 to 391182 being Deed no. 190405533 for the year 2022, whereby the Owners have appointed the Developer as their constituted attorney and inter-alia authorized the Developer to negotiate for sale and transfer of the new building or part thereof to be constructed at the Subject Land and to enter into or make agreement for sale or any other agreement and conveyance with the intending Allottee/s in respect thereof and to receive booking money or consideration from time-to-time and to sign and give valid and effectual receipts or discharges thereof.
 - v. The Owners have demarcated the Subject Land being contiguous, and have completed the fencing around the peripheral boundary of the entire Subject Land.
 - vi. The Owners had obtained mutation in respect of the Subject Landbefore the Block Land & Land Reforms Office, at Rajarhat and conversion of the Subject Land before and by an order dated..... dated by the said Additional District Magistrate and District Land and Land Reforms Officer, the nature of the Subject Land has been converted to Vaastu.
- B. The said Project Land is earmarked for the purpose of building a Residential project comprising multistoried mixed use apartment buildings and the said project shall be known as "**(CHITRAKUT HEIGHTS PHASE-2)**" ("**Project/Phase**");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/ residential development shall be permitted unless it is a part of the plan approved by the

competent authority.

- C. The Owner and Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Subject Land (hereinafter defined) on which Project to be constructed have been completed.
- D. The commencement notice was duly acknowledged by the said Zilla Parishad on 17/10/2022, by the said New Town Kolkata Development Authority on 27/09/2022 and by the said Office of the Rajarhat Panchayat Samity on 14/11/2022.
- E. The **New Town Kolkata Development Authority** has granted the Sanction Plan to develop the Project vide **B.P. MEMO No. 8300(3)/NKDA/BPS -04(23)/2014, dated: 27/09/2022**, and The **RAJARHAT PANCHAYAT SAMITY** has granted the Sanction Plan to develop the Project vide **Approval Order No. 1298/RPS, dated: 14/11/2022** for the Project and also for the apartment, plot or building in the Project. The Owner and the Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on under Registration No. being the relevant act prior to coming into force of the West Bengal Real Estate Regulatory Authority.
- G. The Allottee/s had applied for an apartment in the Project vide application dated and recorded on ___ and has been allotted apartment No. (**Apt. No**) having carpet area of (**Carpet Area in Sq.Mtr**) square meter / (Carpet Area in Sq.Ft.) square feet, type (**Unit Type**) on (**Floor No**) floor in [tower/block/building] No. (**Tower No.**) ("**Building**") along with right to use of ___ (____) no. of parking space as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**") more particularly described in **Schedule "A"** and the floor plan or the apartment is annexed hereto and marked as **Schedule "B"**;
- H. The Parties have gone through all the terms and conditions of this Agreement and understand mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulations, mandates, notifications, etc., applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the present Agreement and all applicable laws, are now willing to enter into this Agreement on the basis of the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell , transfer and convey and the Allottee/s hereby agrees to purchase the Apartment as specified in paragraph 'G'.

NOW THEREFORE, in consideration of the mutual representations, covenants,

assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS :

Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase the Apartment as specified in para 'G'.

The Total Price for the Apartment based on the carpet area is **Rs. (_____/-** (Rupees _____ only) ("**Total Price**") (Breakup and description morefully described in Annexure "**C**"):

Block/Building/Tower No. (Tower No.) Apartment No. (Apt. No) Type Apartment (Unit Type) Floor (Floor No)	Rate of Apartment per square feet <i>Refer Schedule "C"</i>
Total Price	Rs.

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee/s to the Developer towards the Apartment;
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of value Added Tax, Service Tax, G.S.T. (Goods and Service Tax), C.G.S.T. (central Goods and Service Tax) 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 Developer) up to the date of handing over the possession of the Apartment to the Allottee/s and the Project to the Association of Allottee/s or the competent authority, as the case may be, after obtaining the completion certificate;
- iii. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/s to the Developer shall be increased/reduced based on such change/modification;
- iv. The Developer shall periodically intimate in writing to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment within 30 days from the date of such written information. In addition, the Developer shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- v. The Total price of the Unit includes (1) Pro Rata share in the common areas and right to use_(_____) no. of car parking space as provided in the agreement.

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

The Allottee/s shall make the payment as per the payment plan set out in

Schedule "C" ("Payment Plan").

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

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

The Developer shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy 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 Developer. If there is a reduction in the carpet area within the defined limit then the Developer shall refund the excess money paid by the Allottee/s 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/s. If there is any increase in the carpet area allotted to the allottee, the Developer, shall demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in **Schedule "C"**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para1.2 of the Agreement.

Subject to para 9.3 the Developer agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below:

- i. The Allottee/s shall have exclusive ownership of the Apartment;
- ii. The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, 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 the maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the Common Areas to the Association/Apex Body of Allottee/s as provided in the Act.
- iii. That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas, etc. and includes cost for

providing all other facilities, as provided within the project;

It is made clear by the Developer and the Allottee/s agrees that the Apartment along with right to use the parking space shall be treated as a single indivisible apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Subject Land and is not a part of any other Project or zone, save and except adjacent project developed by the Developer and shall not form a part of and/or linked/combined with any other Project (save and except adjacent project developed by the Developer) in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Subject Land.

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

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

The Allottee/s has paid a sum of **Rs. 1,00,000/- (Rupees One Lac only)** as part of the Booking Amount, being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Schedule "C"**) as may be demanded by the Developer within the time and in the manner specified therein. Provided that if the Allottee/s delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT :**

Subject to the conditions of the Agreement and the Developer abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Developer, within the stipulated time period as mentioned in the Payment Plan [through A/c. Payee cheque/demand draft/ or online payment (as applicable) in favour of **M/S. 'NEELKANTH NIRMAN PVT. LTD. COLLECTION ESCROW A/C NO.** ' payable at Kolkata.

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

The Allottee/s, 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 there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfil 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/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/s shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third-party making payment/remittance on behalf of any Allottee/s 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 Developer shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of Essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Project and handing over the apartment to the allottee and the common areas to the Association of the Allottee/s after receiving the occupancy certificate or completion certificate or both, as the case may be. Similarly the Allottee shall make timely payments of the installments of other dues payable by him/her and meeting the other obligation under the Agreement subject to simultaneous completion of construction by the Promoter/Owner/Developer as provided in **Schedule C** (Payment Plan).

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee/s has seen the, specifications, of the Apartment and accepted the, payment plan, floor plan and the layout plan (annexed along with this agreement) which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Relevant Laws and shall not have an option to make any variation/alteration/modification in such plans,

other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT/FLAT:**

Schedule for possession of the said Apartment/Flat– The Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee/s is the essence of the Agreement. The Developer as based on the approved plans and specifications, assures to hand over possession of the Apartment on **30.06.2027** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure condition then the Allottee/s agrees that the Developer 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/s agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee/s the entire amount received by the Developer from the allotment within 45 (forty five) days from that date. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Developer, upon obtaining the occupancy certificate from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter/Owner/Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/s, , agree(s) to pay the maintenance charges as determined by the Developer/Association of Allottee/s, as the case may be. The Developer on its behalf shall offer possession to the Allottee in writing within 7 days. (Seven) days of receiving the occupancy certificate of the Project/.

Failure of Allottee/s to take Possession of Apartment/Flat – Upon receiving a written intimation from the Developer as per para 7.2, the Allottee/s shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in para 7.2 such Allottee/s shall continue to be liable to pay maintenance charges as specified in para 7.2.

Possession of the Allottee/s – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Common Areas, to the Association of Allottee/s or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee/s proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the Developer to the Allottee/s within 45 (forty five) days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of business as a Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project without prejudice to any other remedy available to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

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

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Allottee/s as follows:

- i. The Developer has absolute, clear, free and marketable title with respect to the Subject Land; the requisite rights to carry out development upon the Subject Land and absolute, actual, physical and legal possession of the subject land for the Project;
- ii. The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii. There are no encumbrances upon the subject land or the Project;
- iv. There are no litigations pending before any Court of Law or Authority with respect to the subject land, Project or the Apartment;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, subject land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, subject land, Building and Apartment and Common Areas;
- vi. The Developer 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/s created herein, may prejudicially be affected;
- vii. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the subject land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s

- under this Agreement;
- viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the Common Areas to the Association of Allottee/s;
 - x. The Scheduled Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
 - xi. The Developer 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 Authority.
 - 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 said property) has been received by or served upon the Developer in respect of the subject land and/or the Project.
 - xiii. That the property is not a waqf property.

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

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

- i. Developer fails to provide ready to move in possession of the Apartment to the Allottee/s within the time period specified. For the purpose of this para 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respect;
- ii. Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- i. Stop making further payments to Developer as demanded by the Developer. If the Allottee/s stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any interest; or
- ii. The Allottee/s shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within 45(forty-five) days of receiving the termination notice;
Provided that where an Allottee/s does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- i. In case the Allottee/s fails to make payment for two consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;
- ii. In case of Default by Allottee/s under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Allottee/s and refund the money paid to him by the Allottee/s by deducting inter alia the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

10. CONVEYANCE OF THE SAID APARTMENT :

The Developer, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the notice, the Allottee/s authorizes the Developer 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 Developer is made by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.

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

The Developer 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/Apex Body of Allottee/s. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY:

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

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

The Allottee hereby agrees to purchase the Apartment/Unit on the specific understanding that his/her right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of the allottee 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 allottee/s from time to time.

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

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

15. **USAGE :**

Use of Basement and Service Areas: Use of Ground Floor and service areas:- The Ground Floor and service areas, if any, as located within the Project "(NAME OF PROJECT)", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the Ground /floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to para 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s 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/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall including the outer and load bearing wall of the Apartment.

The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Allottee/s and/or maintenance agency appointed by Association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee/s are entering into this Agreement for the allotment of an Apartment

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

18. **ADDITIONAL CONSTRUCTIONS -:**

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, has been approved by the competent authority(ies), except for as provided in the Act.

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

After the Developer executes this Agreement, it shall not mortgage or create a charge on the Apartment /project land 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/s who has taken or agreed to take such Apartment.

20. **APARTMENT OWNERSHIP ACT:**

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

21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar at **Kolkata** as and when intimated by the Developer. If the Allottee/s fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the amount paid towards booking shall be returned to the Allottee/s without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT:**

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

23. **RIGHT TO AMEND:**

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

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE**

ONALLOTTEE/S/SUBSEQUENT ALLOTTEE/S:

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 any subsequent Allottee/s 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:

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in 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/s that exercise of discretion by the Developer in the case of one Allottee/s shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottee/s.

Failure on the part of the Parties to enforce at anytime 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/s has to make any payment, in common with other Allottee/s 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/ Apartment 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 Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee/s, in Kolkata after the Agreement is duly executed by the Allottee/s and the Developer or simultaneously with the execution the said Agreement shall be registered at Hence this Agreement shall be deemed to have been executed at

30. NOTICES :

- 29.1 That all notices to be served on the Allottee/s and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Developer by Registered Post/speed post/courier service/e-mail at their respective addresses specified below :

(1ST APPLICANT)
 (Name of the Allottee)
 (Address of applicants), (State),
 PIN-(Pin No.)

NAME OF THE DEVELOPER:

- (1) **M/s. NEELKANTH NIRMAN PVT. LTD.**
 17/H/8, Balai Singhi Lane, 1st Floor, Kolkata – 700009, P.O. - Amherst Street, P.S. -
 Amherst Street

It shall be the duty of the Allottee/s and the Developer 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 Developer or the Allottee/s, as the case may be.

31. JOINT ALLOTTEE/S :

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

32. GOVERNING LAW :

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

33. DISPUTE RESOLUTION :

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

The additional terms and conditions as per the contractual understanding between the parties are captures herein below. However, it has been ensured that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Acts and Rules and Regulations made thereunder. In the event of any inconsistency the provisions/clauses of the Act/Rules/Regulations shall prevail.

ADDITIONAL DEFINITIONS:

For the purpose of further clarity in this Agreement, unless the context

otherwise requires:

- (i) **APARTMENT:** shall mean the Apartment No. (**Apt. No**) in the Tower/Building named/No. (**Tower No.**), situated on the (**Floor No**) floor, having carpet area of (**Carpet Area in Sq.Mtr**) sq.mt./ (**Carpet Area in Sq.Ft.**) Sq.Ft. (**approx.**), as described in **Part III of Schedule A** along with the right to use 1(one) no.of parking space, as permissible under the applicable law and pro rata share in the Common Areas, more particularly described in **Part III of Schedule A** and the floor plan or the apartment plan is annexed hereto and marked as **Schedule B**.
- (ii) **APEX BODY:** shall mean a body to be formed under relevant laws by the Developer to take over the overall charge of the said building complex from the Developer and inter-alia for the purpose of managing and controlling the maintenance of the complex or any Association formed under the Relevant Laws.
- (iii) **ARCHITECTS:** shall mean, the Architects appointed by the Developer or such other Architect as the Developer may appoint from time to time for the building complex.
- (iv) **ASSOCIATION:** shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.
- (v) **BUILDING/TOWER:** shall mean the Building No./Name (**Tower No.**) in (**CHITRAKUT HEIGHTS PHASE II**) in which the Apartment is situated.
- (vi) **BOOKING AMOUNT:** shall mean 9 % (Nine percent) of the Total Consideration.
- (vii) **CARPET AREA:** means the net usable floor area of Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment.
- (viii) **NOTICE FOR POSSESSION:** shall mean the notice contemplated in Clause 7.
- (ix) **EXCLUSIVE AREAS:** means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s and other areas appurtenant to the said Apartment for exclusive use of the Allottee/s.
- (x) **FORCE MAJEURE:** means delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project reasons beyond the control

of the Developer in accordance to Clause – 7.1 mentioned herein above;

- (xi) **NON REFUNDABLE AMOUNT:** shall mean (a) booking amount along with the (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future.
- (xii) **PROJECT LAND:** shall mean the portion of the Subject Land, more particularly described in **Part II of Schedule "A"** hereunder written.
- (xiii) **PROJECT/ PHASE** shall mean a multistoried residential building complex comprising of 2 (TWO) Building/s/Tower/s, along with the Common Areas, parts and facilities, to be developed on the Project Land in the name and style "**(CHITRAKUT HEIGHTS PHASE II)**".
- (xiv) **RELEVANT LAWS/APPLICABLE LAWS:** means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement;
- (xv) **SUBJECT LAND:** shall mean all that piece and parcel of land containing an area of 149.2 dec more fully and particularly described in the Part I of Schedule "A" hereunder written.

34. OTHER TERMS AND CONDITIONS

It is clarified that as per the provisions of the said Act, this Agreement shall be registered before the Registration Authority on or before receipt of 10% the Total Price, which is part of the Booking Amount .

Additional disclosures and details are as follows:

- i. The Developer has appointed Raj Agarwal & Associates, as their Architects and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- ii. The Developer has appointed Soumen Adak as structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings;
- iii. The Developer has sole and exclusive right to sell the Apartment in the said Building/s to be constructed by the Developer in the said Phase and to enter into Agreement/s with the Allottee/s of the Apartment and receive the sale consideration in respect thereof;

- iv. On demand from the Allottee/s, the Developer has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- v. The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Apartment with particular brand or its equivalent thereof to be provided by the Developer in the said Building(s)/wing(s) and the Apartments are set out in **Schedule D**. The Allottee/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Allottee/s shall not raise any objection in respect thereof hereafter.
- vi. The Developer has obtained approvals and/or sanctions from the Concerned Authority(s) for the plans for the said Building/s and shall also obtain balance approvals (if any) from various Authorities from time to time, including but not limited to Occupancy Certificate of the said Building;
- vii. While sanctioning the said Subject Land, concerned Local Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Project Land and the said Building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority;
- viii. 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;
- ix. The Developer has the discretion to raise the invoices of the milestone which has been completed/achieved irrespective of sequences of milestones.

TAX DEDUCTED AT SOURCE

The Allottee/s is aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee/s fails to comply with the same and any financial liability/loss is incurred by the Developer for such non-compliance, the Allottee/s shall be liable to compensate the Developer for such loss and the same shall be adjusted from the next installment due from the Allottee/s.

INTEREST

- i. All outstanding amounts payable by any Party under this Agreement to other Party

shall carry applicable interest at the rate of (i) 2% two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the other Party.

- ii. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- iii. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Apartment and the Car Park(s) (if any), and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

SATISFIED WITH THE DEVELOPER’S TITLE

The Allottee/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project Land /Building and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s.

OUTGOINGS

- i. From the Possession Date, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Land and Tower namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building/s.
- ii. The Allottee/s shall pay to the Developer such proportionate share of outgoings as may be determined by the Association/Apex Body. The Allottee/s further agrees that till the Allottee/s’ share is so determined, the Allottee/s shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Allottee/s to the Developer shall

not carry any interest and remain with the Developer until the common areas along with the common amenities is handed over to the Association/Apex body. On completion of such handing over of the common areas along with the common amenities the balance amount of deposits shall be paid over by the Developer to the Association/Apex body.

- iii. The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee/s as advance or deposit, sums received and retained by the Developer till the time the Association/ is formed, subsequently on account of Association or Apex Body or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- iv. In case the transaction being executed by this Agreement between the Developer and the Allottee is facilitated by a registered real estate agent/channel partner/broker, then all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Developer/Allottee/both, as the case may be, in accordance with the agreed terms of payment.

ASSOCIATION STRUCTURE

- i. The Developer shall at its sole and absolute discretion, as prescribed under the Relevant Laws,
 - a. Form an Association of the Allottee/s of Apartment in the Project/Phase, as it may deem fit and proper in respect of the tower(s) comprised in Project known by such name as the Developer may decide, which shall be responsible for maintenance and management of the Project/Phase, within such period as may be prescribed under the Relevant Laws.
 - b. form an Association/Apex Body for the Subject Land for each of residential and commercial zones ("Apex Body"), as the Developer may deem fit, for the purposes of effective maintenance and management of the Subject Land including for Common Areas and amenities of the Project/phase and/or of the Subject Land at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.
 - c. with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out hereunder), the maintenance and management of the Project, without any reference to the Allottee/s and other occupants of the Project, even after formation of the association/Apex Body/Apex Bodies on such terms and conditions as the Developer may deem fit and the Allottee/s hereby gives their unequivocal consent for the same. For this purposes the Developer may, in its discretion provide suitable provisions in the constitutional documents of the Association/Apex Body/Apex Bodies.
 - d. Make provisions for payment of outgoings/CAM to the Association & the Apex Body/ for the purposes of maintenance of Project/Phase in which the Apartment is located and the entire Subject Land.

The Allottee/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and Articles of Association drafted/adopted by the Developer for the Association, necessary for the formation and registration of the Association/Apex Body within 10 (ten) days from intimation by the Developer. The Allottee/s agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and Articles of Association for the Association. The Allottee/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other Allottee/s of apartment(s) in the Project/Phase. The Allottee/s shall be bound by the rules, regulations and bye-laws/memorandum and Articles of Association and the terms and conditions contained in the Indenture.. No objection shall be raised by the Allottee/s, if any changes or modifications are made in the draft bye-law of the Association by the Developer as the case may be or as required by any other competent authority. The Allottee/s hereby authorize Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

- ii. The Developer may become a member of the Association/Apex body to the extent of all unsold and/or unallotted Apartment(s) areas and spaces in the Project/Subject land.
- iii. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any such documents in this regard, shall be borne and paid by the Association/Apex Body.
- iv. The Allottee/s hereby acknowledge(s) and agree(s) that the Project is a part of the Subject Land and as such the Developer shall hand over the common areas of the Subject Land including the said Project to the Association/Apex Body. The Developer shall handover the common areas/common amenities of the Subject Land to the Association within such period as the Developer may deem fit and proper, however such handing over shall not be later than 5 (five) years from date of the completion of the entire development of the said Subject Land by utilizing the entire FAR /transferable development rights that may be permitted to be utilized therein in accordance with the relevant laws that may be in force from time to time and sale of all the apartments constructed in the said subject land and receipt of the entire consideration in respect thereof. The Allottee/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Allottee/s hereby agree(s) and confirm(s) that till handover to the Association or Apex Body, the Allottee/s shall continue to pay all the outgoings as imposed by concerned authorities and proportionate charges to the Developer from time to time. .

FACILITY MANAGEMENT COMPANY

- I. The Purchaser/s agree/s and consent/s to the appointment of any agency, firm, corporate body, organization or any other person nominated by the Developer ("**Facility Management Company**") to manage, upkeep and maintain the Project together with other building/s (*if applicable*) and the Project Land, that the Developer may require to operate and to maintain common areas, common amenities and common facilities and the

Purchaser shall execute all such additional agreements as may be required for the purpose. The Developer hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Project, at its sole discretion, and without any concurrence from Purchaser/s / association / apex bodies/common organization. It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ society / apex bodies / limited company/ common organization

- II. The Purchaser/s agree(s) to promptly, without any delay or demur, pay the necessary maintenance charges as may be determined by the Developer/Facility Management Company.
- III. The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as may be required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Project for ensuring safety and safeguarding the interest of the purchasers of plots in the Project and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims, whether individually or in group, in this regard, against the Developer/Facility Management Company and/or other purchasers of plots of the Project.

PROJECT NAME

- i. It is agreed by the Allottee/s that the name of the Project “**(NAME OF PROJECT)**” or of the individual towers may be changed only at the sole discretion of the Developer in accordance to the Relevant Laws and not by the Allottee individually and /or as part of the association.

REPRESENTATIONS BY THIRD PARTIES

The Allottee/s acknowledge(s), agree(s) and undertake(s) that the Allottee/s shall neither hold the Developer or any of its sister concerns/ affiliates liable/responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee/s nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.

TRANSFER

Only after (i) payment of minimum percent of the Total Consideration by the Allottee/s and (ii) a term of(.....) years has elapsed from the date of allotment letter dated _____ **(Allotment Date)** whichever is later, the Allottee/s may transfer his rights, title and interest in the Apartment under this Agreement to any third person / entity after obtaining prior written consent of the Developer. Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottee/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer / administrative fee of **Rs./-** per square feet plus taxes as applicable on the Total Area of the Apartment to the Developer. Further, the Developer reserves the right to allow such transfer at its sole discretion.

OBLIGATIONS, COVENANTS, REPRESENTATIONS OF ALLOTTEE/S

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants, represents with the Developer as follows:-

- i. At or before execution of this Agreement the Allottee/s-
 - a. have fully satisfied themselves as to the title of the Owners and the right of the Developer in respect of the said Subject Land as well as Project Land;
 - b. have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the Apartment being constructed by the Developer and agrees not to raise any objection with regard thereto;
 - c. have satisfied themselves about the Project layout and the future sanctions to be obtained and the future constructions to be made by the Developer on the said Subject Land;
 - d. have verified the location and site of the said Apartment including the egress and ingress thereof and also the area of the Apartment as stated in this Agreement and agrees not to dispute the same;
 - e. have acknowledged that the right of the Allottee/s shall remain restricted to the said Apartment;
 - f. have acknowledged and given consents that the Developer shall be entitled to construct any additional area /structures and/or alter and/or modify the said Plan including change of use of any part or portion of the Project being constructed erected and completed on the said Project Land and development on the balance Subject Land in accordance with the terms of the relevant laws and as per the future sanction/approvals obtained by them. The Allottee/s shall have no objection thereto of the same. The right hereby reserved shall be available to the Developer until the complete optimization of the Subject Land.

- ii. Further, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as provided in **Schedule 'C'**.

- iii. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Apartment, the Allottee/s undertake/s to direct such financial institution to disburse/ pay and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour of **M/S. 'NEELKANTH NIRMAN PVT. LTD. COLLECTION ESCROW A/C NO. '.**

- iv. In the event, the Developer is required to refund any amounts in terms of this Agreement, the Developer may refund such amounts in the account provided by the Allottee separately. The Allottee/s agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case of Allottee's failure in this regard.

- v. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- vi. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated nor shall demand partition of the Allottee/s' interest in the Apartment and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in the Apartment without the prior written permission of the Developer and/or the society or the limited company.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land/subject land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land/Subject Land and the building in which the Apartment is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- x. Not cause any nuisance, hindrance, disturbance and annoyance to other Allottee/s of apartments in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- xi. Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee/s;
- xii. Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Apartment/s in the Building, without the prior written permission of the Developer/Association/Apex body/concerned authorities;
- xiii. After possession of the Apartment is handed over the Allottee/s, the Allottee/s may insure the Apartment from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- xiv. The Allottee/s and/or the Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.

- xv. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Developer under this Agreement are fully paid up.
- xvi. The Allottee/s shall observe and perform all the rules and regulations, mandates which the Association/Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association/Apex Body regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xvii. Till handing over of the common areas of the Project Land/Subject Land in which Apartment is situated is handed over to the Association/Apex Body, the Allottee/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xviii. The Allottee/s hereby consents that the Developer shall be entitled to develop the Subject Land together with adjacent lands to be developed or developed by the Developer, without any reference to the Allottee/s and/or Association, as the Developer may deem fit and proper until the complete optimization of the complete Layout of the Subject Land. In this regard, the Allottee/s hereby acknowledges and confirms that t the Developer is entitled to make any other alterations or additions in the sanctioned plans, layout plans, specifications of the Buildings, Common Areas within the Subject Land (except for the current Phase), and also grant right of usage for all Common Areas, facilities/amenities envisaged in the entire Subject land, to Allottee/s of other phases/projects, to be developed and/or developed in the Subject Land.
 - i. The Allottee/s hereby acknowledges and consents that the Developer shall demarcate certain portion of the Project as Limited Common Area and designated for the use of certain specific apartments/apartments to the exclusion of other apartments. It is further agreed by the Allottee/s that except for the Allottee/s of those specific apartments, no other Allottee/s in the Project shall have access or right of usage of the said demarcated Limited Common Area.
 - ii. **RIGHTS OF THE DEVELOPER**
Developer obligation for obtaining occupation certificate /completion certificate. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Apartment.

It is further agreed that the Developer/Association/Apex body reserves the right to claim the additional amount towards the maintenance charges from the Allottee/s if the provision maintenance charges paid by the Allottee/s exhaust on an early date.

IT IS CLEARLY UNDERSTOOD AND AGREED BY THE PARTIES THAT –

- i. The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Allottee/s and/or users of apartment(s)/ being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to the building to be constructed on the Project Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s /other occupants of apartment(s)/ in building constructed on the Project Land till such time the Land is handed over to the Association/ Society/ Condominium/ Limited Company/ Apex Body/ Apex Bodies. Such rights under this Agreement shall however be only limited to the Projects developed and/or to be developed by the Developer on the adjacent land and any of such amenities and facilities irrespective of their location on the land described in the Schedule below and/or upon the subject land.
- ii. The Allottee/s agree/s that the Allottee/s shall along with other Allottee/s / occupiers of the other phases of the Project observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Areas. Amenities and Facilities to be provided in the project as detailed in **Schedule "E"**. The Allottee/s shall also, observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Areas, Amenities and Facilities which will be common for the entire Project (These amenities will also be enjoyed by the Allottee/s of apartment/s on the Subject Land, existing and future) as shall be subsequently decided by the Owners and the Developer.
- iii. It is clearly understood and agreed by the Allottee/s that facilities/amenities/Common Areas of the Project/Phase will be operational for use on and from the dates that the Developer shall decide subject to condition of force majeure. It is further understood by the parties that all allottee/s of the Subject Land shall have the right to use amenities/facilities of all Project/Phases developed on the Subject Land. It is also agreed by and between the parties that the right to use the amenities/facilities will be made available as and when the same is constructed subject to the Allottee/s being in compliance of all its obligations under this Agreement including timely payments of amounts if any, unless there is delay due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure condition then the Allottee/s agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment which includes amenities and facilities..

- iv. In case the Allottee/s fails to comply with the terms and conditions set out in this Agreement, and / or in case the Allottee/s fails to make payment for consecutive demands made by the Developer as per the Payment Plan (**Schedule "C"**) and the default continues for a period beyond 2 (two) consecutive months after notice from the Developer, the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit the amount as mentioned in Clause 7.5 of the Agreement, along with the Non Refundable Amount./ Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee/s executing and such cancellation shall be effective irrespective of the fact whether or not the Allottee enters into a registered Deed of Cancellation for cancelling the present agreement. The cancellation shall be effective upon the Developer intimating the Allottee by a Letter of Cancellation and issuing a Paper Publication to that effect and the Developer shall be thereafter entitled to deal with the apartment without any further reference to the Allottee. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

RIGHT OF ALLOTTEE/S TO THE APARTMENT/FLAT AND COMMON AREAS

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Project Land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said common areas along with the common amenities is handed over to the Association/Apex Body.

PRESENT FOR REGISTRATION

The Allottee/s and/or Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

ADDITIONAL COMPLIANCE OF LAWS

- i. The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Apartment are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Developer accepts no responsibility in this regard and the Allottee/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Developer immediately and comply with all the necessary formalities,

if any, under the Relevant Laws.

- ii. The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Anti Money Laundering**").

The Allottee/s further declare(s) and authorize(s) the Developer to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

- iii. The Allottee/s further agrees and confirms that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Developer, which the Allottee/s hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Developer to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

STAMP DUTY AND REGISTRATION CHARGES

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s only.

In the event of any inconsistency the provisions/clauses of the Act/Rules/Regulations shall prevail.

ARBITRATION

In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either Party, the Parties shall in the first instance, have the option to settle through arbitration. The Developer shall appoint a Sole Arbitrator for adjudication of dispute. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Kolkata Further, all the terms and conditions, rights and obligations of the Parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 / West Bengal Housing Industry Regulation Act, 2017 ("**Act**") and the Rules and Regulations made thereunder ("**Rules and Regulations**") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

**SCHEDULE A
PART I**

ALL THAT PIECE OR PARCEL OF AN 'AMALGAMATED PROPERTY' containing and admeasuring a land area measuring 104.2 Decimals(more or less) comprised in RS / LR Dag No 1061(part), 1062(part), 1063, 1064(part), 1020(part), 1021(part) under LR Khatian No 3653, 3637, 3057, 3584,3583,3479,3577,3085,3576,3640,3090, 3873,3874, 3875, 3038, 3227, 3100, 4230, 4229, 3038, 3100, 4230, 4229, 3863 in Mouza Chakpachuria, JL No 33 and a land area measuring 45 Decimals (more or less) comprised in RS/ LR 3914 ,3915(part) about under LR Khatian No 5887, 6944, 5721,7303,7096, 7093, 7094,7095,7310,5422 in Mouza Patharghata, J L No 36 District North 24 Parganas.

PART II

(DESCRIPTION OF THE APARTMENT)

ALL THAT the residential Apartment No. (**Apt. No**) on the (**Floor No**) floor of the Tower (**Tower No.**) having carpet area of (**Carpet Area in Sq.Mtr**) sq.mtr together with exclusive area of (**Exclusive Area in Sq.Mtr**) sq.mtr. The Carpet Area and Exclusive area aggregates to total area of (Total Area in Sq.Mtr) square meters ("Total Area") (corresponding Super Built Up Area being (SBU area in Sq.Mtr) sq.mtr equivalent to (**SBU area in Sq.Ft**) sq.ft) be the same a little more or less, in (**NAME OF PROJECT**), which is in course of construction, in and delineated in '**Red Colour**' border of Schedule B annexed hereto Together with the right to use, limited to the specific parking space allocated to the Applicant/s/Occupant/s, Together with right to use all the Common Areas as mentioned in **Schedule "E & F"** hereinafter written.

(DESCRIPTION OF THE PARKING)

ALL THAT right to use of ____ (_____) number of parking space.

PART III

(Purchase Deeds of the Landowners: Title)

Dag No/ Mouza	Purchaser Name	Khatian No.	Deed No.
1061 in Mouza Chakpachuria	Tellus Properties Pvt. Ltd.	3653	03864/17
	Tellus Properties Pvt. Ltd.	3637	02957/17
	Madhu Sultania(Phase I)	3057	09150/13
	Umesh Khemka (HUF)	3584	2564/17
	Umesh Khemka (HUF)	3583	2784/17
	Saharsh Projects	3479	12973/15
	Umesh Khemka	3577	02024/17

	Tellus Properties Pvt. Ltd.	3085	02023/17
	Ankit agrawal	3576	01396/17
	Saharsh Projects(Phase I)	3640	03515/15
1062 in Mouza Chakpachuria	Amarnath Nirman Pvt. Ltd.	3090	7599/2020, 4515/2019, 4516/19, 03886/19,03884/19
	Amarnath Nirman Pvt. Ltd.	3873	10842/13
	Amarnath Nirman Pvt. Ltd.	3874	10842/13
	Saharsh Projects	3875	12149/19, 12096/19, 12150/19, 10119/15, 10120/15, 10121/15
1063 in Mouza Chakpachuria	Brijesh Kumar agrawal	3038	8273/13
	Brijesh Kumar agrawal	3227	12533/14
	Kedarnath Enterprises Pvt. Ltd.	3100	13145/13
	JAYA MITTAL Alias Agrawal	4230	6848/2020
	Tellus Properties Pvt. Ltd.	4229	6849/2020
1064 in Mouza Chakpachuria	Brijesh Kumar agrawal	3038	8273/13
	Brijesh Kumar agrawal	3038	11824/17
	Kedarnath Enterprises Pvt. Ltd.	3100	13145/13

	JAYA MITTAL Alias Agrawal	4230	6848/2020
	Tellus Properties Pvt. Ltd.	4229	6849/2020
1020 in Mouza Chakpachuria	Amarnath Nirman Pvt. Ltd.	3863	01647/19
1021 in Mouza Chakpachuria	Amarnath Nirman Pvt. Ltd.	3863	01647/19
3914 in Mouza Patharghata	Saharsh Projects Pvt. Ltd.(2 cottah)	5887	03514/2015
	Saharsh Projects Pvt. Ltd.(4 cottah)	6944, 5887	03513/2015
	PearlTRee Infrastructure Pvt. Ltd.	5721	05756/14
	SinclairInfrastructure Pvt. Ltd.	7303	8757/21
	Md. Sahabuddin Molla	7096	3913/2020
	Md. Sahabuddin Molla	7096	2628/21
	Muslima Khatun & Masud Gazi	7093, 7094	3912/2020
	Muslima Khatun	7095	3914/2020
	Md. Sahabuddin Molla	7310	8756/21
3915 in Mouza Patharghata	Neelkanth Nirman Pvt. Ltd.	5422	576/13, 579/13

Schedule B

FLOOR PLAN/ TOWER PLAN/LAYOUT PLAN OF THE APARTMENT

Schedule C

PAYMENT SCHEDULE AND MANNER OF PAYMENT FOR THE ALLOTTEE/S

The Allottee/s hereby agrees to pay to the Developer the Total Price of Rs._____/-(Rupees_____only) (including 1year maintenance charges from the date of handover or possession whichever is earlier) (including 1

year maintenance charges from the date of handover or possession whichever is earlier). The purchasers have agreed to and shall pay GST at the applicable rates in addition to the consideration amount in the following manner and as per the following schedule/milestones:

- Rs. 1,00,000/- On Expression of Interest (EOI)
- On Booking - 9% of Consideration Less EOI
- On Agreement – 11% of Consideration
- On Completion of Foundation – 5% of Consideration
- On Completion of Ground Floor Casting – 5% of Consideration
- On Completion of First (1st) Floor Casting – 5% of Consideration
- On Completion of Second (2nd) Floor Casting – 5% of Consideration
- On Completion of Third (3rd) Floor Casting – 5% of Consideration
- On Completion of Forth (4th) Floor Casting – 5% of Consideration
- On Completion of Fifth (5th) Floor Casting – 5% of Consideration
- On Completion of Sixth (6th) Floor Casting – 5% of Consideration
- On Completion of Seventh (7th) Floor Casting – 5% of Consideration
- On Completion of Eighth (8th) Floor Casting – 5% of Consideration
- On Completion of Nineth (9th) Floor Casting – 5% of Consideration
- On Completion of Tenth (10th) Floor Casting – 5% of Consideration
- On Completion of Eleventh (11th) Floor Casting – 5% of Consideration
- On Completion of Brick work – 10% of Consideration
- On or before Possession/Registry (i.e. when the entire building is ready including common areas) – 5% of Consideration

Schedule SPECIFICATION

1. **DOOR & WINDOW:**
- KITCHEN:**
2. **FLOORING:**
3. **SANITARY & PLUMBING:**
4. **ELECTRICAL WORKS:**
6. **WATER:**
7. **PAINTING:**
8. **OUTSIDE PAINTING:**
9. **RAILING OF STAIR CASE:**
10. **STAIR CASE PAINTING:**
11. **LIFT:**
12. **LOBBY :**
13. **SURVELLANCE SYSTEMS:**

Schedule E

**COMMON AREAS AND PORTIONS, AMENITIES AND FACILITIES
AMENITIES**

1. The land of the Project on which the buildings known as “(Chitrakut Heights)” and all easements and quasi-easement rights and appurtenances belonging thereto save and except the portion of the open space to be enmarked and reserved by the Promoter herein for providing open car parking spaces to such purchaser/s intending to purchase the same.
2. Foundation beams, vertical and supports main wall, common walls, boundary walls, main entrance/gates of the said project at the said premises.
3. Main gate of the said premises and common passages from main road to the Enclave and leading to the staircase of the ground floor of the said Building/Block for ingress and egress.
2. Installation of common services namely, electricity, water pipes, sewerage, rain water pipes.
5. Water pump with motor and pump house.
6. Limited rights of the ultimate roof for the purpose of; smooth water supply from overhead reservoir to the flats/units, smooth outlet of rain water, etc. and also for repairing and maintenance purpose only for the smooth enjoyment of all the units by all the co-owners/co-occupiers of the building.
7. Drainage, Septic Tank on the Ground floor including all external sewage pipes and water pipes for the use of all owners of the building.
8. 24 hours supply of water from overhead tank to the respective flats.
9. Common Staircases lift, landing, lobbies etc.
8. Lighting in the common spaces, passages, staircases, lift, including fixtures and fittings.
9. Common electric meter boxes.
12. Open space surrounding the said building at the said premises (save and except the portions of open spaces enmarked and reserved by the Developers and or its respective nominee/s for open space car parking.
11. Club with multi-gym facilities and Community Hall.
14. Common toilets in the Ground Floor.
15. Security Guard Room/Outpost.
16. All other part of the said building necessary for its existence maintenance and safety for normally in common use of the Purchasers with the Landowners/Vendors herein and the Developer herein and other co-owners of the respective Unit/Flat save and except other portions, exclusively under the Developer herein or its nominees and also save and except the provisions and reservations made in favour of the Developer herein and stated in the Purchasers’ covenants portion hereinabove.

The Developer may further provide certain special facilities/amenities on Chargeable basis. The Applicant may opt to choose the said facilities/amenities

on payment requisite charges to the person who will be providing such recreational facilities/amenities. It is further agreed by the Applicant that the persons/entities/agencies named to provide the said facilities/amenities at the current development mentioned in any offer document/brochure/collaterals are tentative and may change time to time.

FACILITIES

The Amenities, Facilities and Common Areas are to be shared between all residents of the Project Land/Subject Land (as applicable).

Schedule E

MISCELLANEOUS :

- a. The Allottee(s) aware that the price of the Apartment is arrived after adjusting the GST input credit to be passed on to the him/her by the Promoter and the Allottee shall not claim, demand or dispute in regard thereto.
- b. The Allottees prior to execution of the Deed of Sale nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the Allottees may do so with the permission of the Promoter subject to payment of administrative charges @3% (three per cent) of the total price to the Promoter.
- c. The Allottees agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in Schedule-D and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottees shall not be entitled to raise any claim for such variation.
- d. In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottees and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ Financial Institution.
- e. In case payment is made by any third party on behalf of Allottees, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottees and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottees only.
- f. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- g. All Phases at "(Chitrakut Heights)" irrespective of dwelling unit type and shall have common easement rights in all phases of the Project and all the Unit owners of the Blocks comprised

in all the Phases and /or Phases of the Project shall have the right to use the approach road and other common areas and amenities and facilities Comprised the entire project, for which the Purchaser/s shall not raise any objection of whatsoever nature and it is agreed between the parties that notwithstanding that any particular phase of the Project being completed and the Unit owners of the said phase or part thereof having started to reside therein the right of the Promoter to complete the other phases by utilizing and using the common roads, pathways of the Project for the purpose of carrying men and materials and construction equipment notwithstanding the minor inconvenience that may be caused during the construction stage of various phases of the Project.

- h. The Possession Date has been accepted by the Allottees. However, if the said Apartment is made ready prior to the Completion Date, the Allottees 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(s) are linked inter-alia to the progress of construction, and the same is not a time linked plan.
- i. The right of the Allottees shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottees shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.
- j. In the event of cancellation of allotment The balance amount of money paid by the Allottees (other than Taxes paid by the Allottees and/or stamp duty and registration charges incurred by the Allottees) shall be returned by the Promoter to the Allottees without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottees if the current Sale Price is less than the Purchase Price. The Allottees shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- k. If due to any act, default or omission on the part of the Allottees, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottees shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- l. The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottees desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottees has/have made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottees access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.
- m. The cost of maintenance will be paid/borne by the Allottees from the date of obtaining possession of the Apartment till handover of maintenance of the project to the association of Allottees and thereafter to the association of Allottees. The Allottees shall before taking possession of the apartment pay @Rs.3/- per sq. ft. on the super built-up area of the

apartment together with applicable GST towards cost of such maintenance for the initial period of one year. However, Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder.

- a. Establishment and all other capital and operational expenses.
- b. All charges and deposits for supplies of common utilities.
- c. All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- d. Cost of operating the fire fighting equipments and personnel, if any.
- e. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing ,lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- f. All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, Firefighting equipment, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- g. Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment/unit of Allottees.
- h. Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- i. The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- j. All the fees and charges payable if to the agency, appointed for the looking after the maintenance services including all the statutory taxes.
- k. That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottees. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottees shall ask for any deduction for the same.
- l. It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottees ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the

Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottees has been made aware and the Allottees expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottees it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

- m. That Allottees shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project ""(Chitrakut Heights Phase-II)"" and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

That on and from the date of possession of the said Apartment/unit, the Allottees shall:

- a. Co-operate in the management and maintenance of the said project ""(NAME OF PROJECT)"".
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
- d. The Allottees shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottees shall be liable to pay interest @6% p.a. on the due amounts and if such default shall continue for a period of three months then and in that event the Allottees shall not be entitled to avail of any of the facilities, amenities and utilities provided in the ""Said Project"" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottees hereby consents to the same:
 - i. to discontinue the supply of electricity to the ""Said Unit"".
 - ii. to disconnect the water supply
 - iii. not to allow the usage of lifts, either by Allottees, his/her/their family members, domestic help and visitors.
 - iv. to discontinue the facility of DG Power back-up
 - v. to discontinue the usage of all amenities and facilities provided
 - i. in the said project ""(Chitrakut Heights Phase-II)"" to the Allottees and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottees has/have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottees.

- e. Use the said Apartment/unit for residential purpose only.
- f. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- g. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- h. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s
- i. Not to place or cause to be placed any article or object in the common area.
- j. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- k. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottees.
- l. Not to make any addition, alteration in the structure of the building, internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- m. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said project.
- n. Not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.
- o. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the "Said Apartment" which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association may affect the elevation in respect of the exterior walls of the said building.
- p. Not to use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- q. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- r. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns a Apartment in the building and the Allottees will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- s. Not to encumber the said Apartment / Unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment / unit in favour of the Allottees.
- t. Use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the Apartment Owners of the project.

Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project ""(NAME OF PROJECT)"" for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

- u. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- v. To ensure that all interior work of furniture, fixtures and furnishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee/s

1.

Please affix photographs and sign across the photograph

2.

Please affix photographs and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED Owner / Developer

1.

2.

Drafted By

R E C E I P T

RECEIVED of and from the within named **Allottee/s** the within mentioned sum of **Rs. (Receipt Amt)/- (Rupees: (Receipt Amt in Words)) only** being part of booking money through several cheques / drafts / electronic transfer on different dates:-

(RUPEES (Receipt Amt in Words) ONLY)

WITNESSES:-

1.

2.

(i) .