

AGREEMENT FOR SALE

This Agreement for Sale (“**AGREEMENT**”) executed on this [_____] day of [_____] 2023

BY AND BETWEEN

THE BENGAL ROPEWORKS PRIVATE LIMITED , an existing company under the Companies Act, 2013, having PAN- AA ACT9219R , having its registered office at 4, Sunagogue Street, Kolkata-700001 being represented by its Director Shri Ratan Lal Agarwal, having PAN NO AAXPA8510G, and Aadhar no, by nationality Indian, by faith-Hindu, S/O Late Ram Bhani agarwal by occupation- Business, working for gain at 4, Sunagogue Street, Kolkata-700001 hereinafter referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context in so far the companies are concerned shall mean and include their respective successors, successors -in-interest and assigns, in so far as Private Limited companies are concerned shall mean and include its successors- in-interest and permitted assigns) of the **FIRST PART**.

AND

M/s – Dream Gateway Hotels Limited, an existing company under the Companies Act, 2013, having PAN- AADCD0692H, having its registered office at No. 44/2A, Hazra Road, Ballygunge, Kolkata – 700 019, represented through its Authorized Signatory, S/O having PAN....., having Aadhaar –, working for gain at 44/2A, Hazra Road, Ballygunge, Kolkata-700019 and authorized vide board resolution dated , hereinafter referred to as the “**PROMOTER**”(which expression shall unless repugnant to the context or meaning thereof be deemed mean and include their respective successors, successors-in-interest and assigns) **of the SECOND PART.**

AND

[If the Allottee is a company]

[](CIN no.)(PAN) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [], represented by its authorized signatory Mr. [], (PAN[], (Aadhaar No. [], son of[], residing at[],duly authorized vide board resolution[] hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)of the THIRD PART.

[OR]

[If the Allottee is a Partnership Firm]

[], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at[], (PAN[], represented by its authorized partner [], (Aadhaar No[], son of [], residing at [], duly authorized vide [] hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the THIRD PART.

[OR]

[If the Allottee is an Individual]

Mr./Ms. [] (Aadhaar No[] son/ daughter of[], aged about[] years, residing at[] , hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the THIRD PART.

[OR]

[If the Allottee is a HUF]

Mr. [] (Aadhaar No[]) aged about[], son of[], residing at[], for self and as the Karta of the Hindu Joint Mitakshara Family known as *•+HUF, having its place of business / residence at[] (PAN: []) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said[] HUF, and their respective heirs, executors, administrators and permitted assigns) of the THIRD PART.

(Please insert details of other Allottee(s) in case of more than one Allottee)

The Owners, Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY"

Hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) **of the THIRD PART.**

(Please insert details of other Allottee(s) in case of more than one Allottee)

The Owners, Promoter and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

DEFINITIONS:

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

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016;

(b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;

(c) "Section" means a section of the Act/Rules;

WHEREAS:

- A. The Promoter has represented to the Allottee that:
- (i) The Owners are the absolute and lawful owners of the property more fully described in **Part – I of Schedule A** hereto which was purchased by the Owner from time to time (hereinafter referred to as "the Said **Project Land**")
 - (ii) The particulars of Owner deriving their title of the Project Land are more fully described in **Part – II of Schedule A** hereto ("**Title**")
- B. By and under a Development Agreement dated 18.01.2017 made between the above-named owner therein and the Promoter hereto as Developer therein and registered with the office of ARA- IV, Kolkata in Book No. I, Volume No 1904-2017, Pages 20971 To 21007, Being No. 431 for the year 2017, the Owner had granted the exclusive right of development in respect of the said Project Land being the said Land (*defined below*) for construction of the Residential project/ Commercial project/Complex ("**Project**"), in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein.
- C. The Said Land is earmarked for the purpose of plotted development of Residential units, comprising of multiple Buildings/Towers/Flats, common areas and other facilities and the said project shall be known as "**Dream Gurukul**" ("**Project**")
- D. The promoter has taken sanction for development on a part of the said land and will develop the remaining area of the said land in future after obtaining necessary sanction from the authorities.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.
- F. The developer has taken permission for commencement of the said Project vide approval letter dated 14.07.2023 bearing No. com-01/mm/2023- 24.

- G. The Promoter has obtained the final layout plan approvals for the Project from The Madhyamgram Municipality vide Memo No Com-01/mm/2023-24, Dated- 14.07.2023 (hereinafter referred to as the said Plan and shall include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) in the name of one of the land owners and commenced construction of a residential project comprising of various Residential units/ Complex with open areas and other facilities to be constructed in the Project known as **“Dream Gurukul”** It being clarified that the said Plan has been sanctioned for the Project Land. The Promoter agrees and undertakes that they shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and Section 9 (3) of the Rules and other laws as applicable.
- H. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at KOLKATA, being Application No. on
- I. The Allottee had applied to the Promoter for allotment of a Residential units/ Complex in the Project vide (**“Application”**, details provided in **Part IV of Schedule B**) on the terms and conditions recorded therein, in pursuance whereof, the Promoter has provisionally allotted in favour of the Allottee (**“Allotment Letter”**), details provided in **Part V of Schedule B**) ALL THAT one residential unit together with..... (hereinafter collectively referred to as the **“Said Unit”**, more fully and particularly described in **Part - I of Schedule B** hereunder written) in accordance with the Specifications, marked as **Part III of Schedule B** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the **“Common Areas”**, and more particularly described in **Schedule- D** hereto).
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. On or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification in respect of the Said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Said Land, and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Title, papers, documents etc. (including the various covenants,

terms, conditions etc. respectively stipulated therein) related inter alia to the Said Land including but not limited to amongst others, the Specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee and the Allottee confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and inter alia:-

- i) the right, title and interest of the Promoter and the Owners to/over/in respect of the said Land and
- ii) the Title; to develop and deal with the Project intended to be constructed/developed on the Said Land;
- iii) the nature, state, condition and measurement of the said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv) the proposed location, lay out plan and the dimensions of each of the Said Unit;
- v) the Common Areas which are intended to form a part of the Project;
- vi) the laws/notifications and rules applicable to the area where the Said Land is situated, in general, and the Project and similar projects, in particular;
- vii) the present estimated area of the Unit including the Carpet Area and Builtup area and the manner of calculation thereof;
- viii) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- ix) the Specifications as also the measurements, dimensions, designs and drawings;

- x) the state and condition in which the Said Unit if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
- xi) The Promoter shall be entitled to connect the infrastructure of Developed Lands and Future Phase Lands with the infrastructure of the Project such as access roads, passages, sewerage treatment plant, rain/storm water storage tank, pump room, electrical transformer etc. (Shared Infrastructure), notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Unit, and each of such past and further constructions in the Developed Lands and Future Phase Lands shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;
- xii) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;
- xiii) The Promoter has informed and the Allottee(s) hereby confirms and acknowledges that the Allottee shall have perpetual easements rights over the Shared Infrastructure in common with the Allottees of the Developed Lands and Future Phase Lands and vice-versa.

And the Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:

- a) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the Said Land and/or the Said Unit and the manner and method of the use and enjoyment of the Said Unit including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project

which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottee, and therefore are fair and reasonable;

- b) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/ lawyers appointed by the Allottee;
- c) that the Allottee has entered into this Agreement after taking into account/ consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses, taxes etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- d) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
- e) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/ her/their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Unit, if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;
- f) that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Unit; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground

whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Land and/or the Project.

- g) The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures provided and dimension of the show/model residential Unit exhibited at the site or any representative images used in different marketing collaterals only provides a representative idea and the actual Unit agreed to be constructed will be as per specifications mentioned in this agreement in **Part III** of the **Schedule - B** 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 Allottee(s) shall not be entitled to raise any claim for such variation.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell the Said Unit and the Allottee hereby agrees to purchase the Said Unit as specified in paragraph 'H' of the recitals.

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

1. TERMS:

- 1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase the Said Unit all as specified in Recital 'H' hereinabove;

1.2 The **Total Price** for the Said Unit (based on the Carpet Area of the Flat) comprises of the following:

- a. Mutually agreed composite price as detailed in Part-I of Schedule C(**“Unit Price”**)
- b. The applicable Taxes payable on the Unit Price as determined from time to time (**“Unit Taxes”**)
- c. The **Extra Charges** as detailed in Part-I of Schedule C
- d. The applicable Taxes payable on the Extra Charges as determined from time to time (**“Extra Charges Taxes”**).
- e. The **Deposits** as detailed in Part-I of Schedule C
- f. The applicable Taxes, if any, payable on the Deposits as determined from time to time (**“Deposit Taxes”**)

For the sake of brevity, the term **“Total Price”** shall include **Unit Price, Unit Taxes, Extra Charges, Extra Charges Taxes, Deposits and Deposit Taxes.**

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Unit;
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Unit to the Allottee.
Provided that ,in case there is any change/modification in the taxes or any new applicable taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in **Schedule-C Part II**. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or

demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price in respect of the Said Unit includes recovery of consideration of the Residential units/ Complex, construction of not only the Residential units/ Complex but also the Common Areas, Common Facilities, internal development charges, external development charges, taxes, cost of providing in the Bungalow, waterline and plumbing, drainage, sewerage, sanitation system, installation of street lighting and organized open space, if any ,including land scaping in the common areas of the Project, more particularly mentioned in Clause 1.2 hereinabove.
- (v) The Maintenance Charges although forming part of the Total Price of the Said Unit, shall be collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Common Areas mentioned in “**Schedule- D**” hereunder and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, through a maintenance company created by the Promoter (“Maintenance Company”) till the taking over of the maintenance of the same by the Association, in terms of this Agreement. simultaneously with the taking over of the maintenance of the Common Areas by the Association, the Promoter shall handover the pro rate period based unused Maintenance Charges considering all Allottees in the project jointly (not individually) to the Association, subject to appropriate deductions as provided under this Agreement and accounted thereof. If as on date of handing over the maintenance to the Association any amount remains due from any of the Allottees, the association shall undertake to refund such amount with applicable interest to the Promoter after recovering the same from Allottee.

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

demand letter being issued to the Allottee which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Part II of "Schedule-C"** (herein after referred to as the **"PAYMENT PLAN"**).

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at such rate as may be decided by the Promoter and agreed by the Allottee at the rate of% percent per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 Except as disclosed to the Allottee in this Agreement, it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans (subject to minor changes as per applicable law) in respect of the Said Unit or the Project, as the case may be, without the previous written consent of the Allottee as per provisions of the Act.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Residential Complex/ Flats are complete and the Competent Authority, grants the Occupancy/Completion Certificate by furnishing details of the changes, if any, in the Carpet area. The Promoter shall recalculate the total price payable for the Carpet area upon confirmation. If there is any reduction in the Carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as

agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis.

- 1.8** Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Unit as mentioned below:
- (i)** The Allottee shall have exclusive ownership of the said Unit.
 - (ii)** The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with Promoter, other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.
 - (iii)** That the computation of the Total Price in respect of the Said Unit includes recovery of consideration of the unit ,construction of the Common Areas, internal development charges, if any, external development charges, taxes, cost of providing up to the Residential Complex/ Flats the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, installation of street lights, organized open space, if any, including landscaping in the Common Areas of the Project, maintenance charges for 12 months and includes cost of all other facilities and amenities, if any, provided within the Residential Complex/ Flats and the Project and any other charges/deposits etc. more particularly mentioned in Clause 1.2 above.
- 1.9** It is made clear unless stated otherwise, it is agreed that the Project is an independent, self-contained Project on the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee and as disclosed to the Allottee as per Recital I.
- 1.10** It is understood by the Allottee that the Shared Infrastructure, the Developed Lands and Future Phase Lands shall not form a part of the declaration to be filed with the Competent Authority in

accordance with the West Bengal Apartment Ownership Act, 1972.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 Promoter fails to pay all or any of the outgoings collected by it from all Allottees or any liability, mortgage loan and interest thereon before transferring the said Unit, the Promoter agrees to be liable, even after the transfer of the said Unit, 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 there for by such authority or person.

1.12 The Allottee has paid a sum of (amount in words) as booking amount (**Booking Amount**) being part payment towards the Total Price of the Said Unit on or before the execution of this agreement, the receipt to which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Said Unit as prescribed in the Payment Plan mentioned in **Part II of Schedule-C** as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of this Agreement and Promoter abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in Part II of Schedule-C through A/c Payee cheque/demand draft or online payment (as applicable) in favour of“ “payable at Kolkata. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by post and/or email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon

the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on its/his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, it/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.

3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 4.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Allottee against the Said Unit, if any, in his /her/its name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration including extension, if any, of the Project with the Authority and towards handing over the Said Unit to the Allottee and the Common Areas to the Association, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project subject to formation of the Association and unless prevented by circumstances beyond its control and/or by any Force Majeure event(s). Similarly, the Allottee 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 simultaneous completion of construction by the Promoter as provided in Schedule C ("**Payment Plan**").

6. CONSTRUCTION OF THE PROJECT/THE SAID UNIT:

(i) The Allottee has seen the specification of the Unit and accepted the payment plans, floor plans, layout plans [annexed a long with this agreement] which has been approved by the competent authority, as represented by the promoter. The promoter shall develop the projects in accordance with the said lay out plans, floor plans and specifications. Subject to the terms in this agreement the promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye -laws, FAR and density norms and provision prescribed by applicable laws and shall not have an option to make any variations/ alterations/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID UNIT:

7.1 Schedule for possession of the Said Unit: The Promoter agrees and understands that timely delivery of the possession of the Said Unit to the Allottee is the essence of the Agreement. The Promoter assures to hand over possession of the Said Unit **on or before 14th September, 2028** unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for the delivery of possession of the Said Unit.

Provided, that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

- 7.2 Procedure for taking possession:** The Promoter upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and subject to the Allottee not being in breach of any of his/her/their/ its obligations under this Agreement , shall offer in writing the possession of the Said Unit to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such certificate (**Possession Notice**). Each party agrees and undertakes to indemnify the other party in case of failure of fulfilment of any of the provisions, formalities, documentation pertaining to the aforesaid. The Allottee agrees(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Company, as the case may be, from the date of issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project.
- 7.3 Failure of Allottee to take possession of the Said Unit:** Upon receiving a written intimation from the Promoter as per Clause 8.2, the Allottee shall take possession of the Said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in Clause7.2and all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice (**Deemed Possession**).
- 7.4 Possession by the Allottee:** After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and

handing over physical possession of the Said Unit to the Allottee, it shall be the responsibility of the Promoter to hand over necessary documents and plans, including Common Areas to the Association of allottees or the competent authority as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, then subject to terms mentioned below, the Allottee shall serve 45 (forty five)days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all interest liabilities of the Allottee (in terms of Sec.19(6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of the Represents is– SBI (1year MCLR)+2%) ("**Cancellation Charges**") and the applicable G.S.T payable on such Cancellation Charges. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five)days of such cancellation. It is further clarified that all amount sand/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee 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 Said Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided

under the Act within 45(forty-five)days of it becoming due. It is clarified that all amounts collected and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Unit which shall be paid by the Promoter to the Allottee within 45(forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Owners and/or the Promoter hereby represent and warrants to the Allottee as follows:

- (i) The Owners have marketable title with respect to the Land; and Promoter has requisite rights to carry out development upon the Land and absolute, actual physical and legal possession of the Land for developing the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Land and the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Land or the Said Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Said Unit and the Common Areas, if any;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created herein, may prejudicially be affected;
- (vii) Save and the except the agreement between the Owners and the Promoter, the Owners/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land and the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement.

- (viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of allottees or the competent authority, as the case may be, after the completion of the Project;
- (x) The Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land.
- (xi) The Owners/Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued and the possession of the Residential Complex/ Flats long with the Common Area, (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of the Allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Owners/Promoter in respect of the Land and/or the Project.
- (xiii) That the Property is not a Wakf Property

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- i. The Promoter fails to provide ready to handover possession of the Said Unit to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to handover possession' shall mean that the Residential units shall be in a habitable condition which is complete in all respects;
- ii. Discontinuance of the Promoter's business as a Promoter on account of suspension or re vocation of its registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the Total Price of the Said Unit along with interest at the rate prescribed in the Rules within 45(forty-five) days of receiving the termination notice.

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

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

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount as the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Unit in favour of the Allottee by issuance of a letter of cancellation and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall there upon stand terminated. The Allottee shall cease to have any right title interest whatsoever in the Said Unit or Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

Without prejudice to the above, it being further agreed and the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Said Unit (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottee and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoter.

9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

10. DEED OF CONVEYANCE OF THE SAID UNIT:

The Promoter, on receipt of complete amount of the price of the Said Unit under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Said Unit together with proportionate indivisible share in the Common Areas within 3 months from the issuance of the occupancy certificate.

However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Deed of Conveyance in his/her favour till payment the stamp duty and registration charges to the Promoter is made by the Allottee. The allottee shall be solely responsible and liable to compliance of the provision of India Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority It is clarified that the Deed of Conveyance shall be drafted by the solicitors/advocates of the Promoter and shall not be inconsistent with or in derogation of the terms and conditions agreed by the Parties herein.

11 MAINTENANCE OF THE SAID UNIT/PROJECT:

11.1 The Promoter shall be responsible to provide and maintain through the Maintenance Company or by itself, the essential services of the Project till the taking over of the maintenance of the Project by the Association. The cost of such maintenance for 12 months has been included in the total price of the unit be paid by the Allottee. Apart from the same, the Allottees undertake to make necessary monthly payments of maintenance charges. In the event the Allottees fail to pay such maintenance charges then the Promoter shall be at liberty to appropriate such amount from the Maintenance Deposit/ Sinking Fund. However, the Allottees undertake to make necessary payments over and above such advance maintenance

charges, if necessary, for such maintenance as fixed by the Promoter at actual; on the basis that the Association shall be formed within a period of 12 months from the date of Completion Certificate for the Project. The Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 10% of maintenance expenses/charge. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actual.

The Allottee shall deposit or keep deposited with the promoter as and by way of sinking fund a sum of Rs. _____/- (_____) only, to be paid at the time of Possession. The deposit paid to the promoter shall be held by the promoter as interest free security deposit and unless any amount out of the same is adjusted due to non-payment of the taxes and outgoings payable by the allottee, the same or the unadjusted portion thereof shall be transferred to the association by the promoter.

- 11.1.1. The Maintenance Charges Price part of the although Total forming of the Said Unit, shall be collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Common Areas mentioned in "Schedule- D" hereunder and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, through a maintenance company created by the Promoter ("Maintenance Company") till the taking over of the maintenance of the same by the Association, in terms of this Agreement. Simultaneously with the taking over of the maintenance of the Common Areas by the Association, the Promoter shall handover the prorata period based unused Maintenance Charges considering all Allottee in the project jointly (not individually) to the Association, subject to appropriate deductions as provided under this Agreement and accounted thereof. If as on date of handing over the maintenance to the association any amount remains dues with Allottee, the association will give undertaking to the promoter for recovering the same from Allottee and pay back to promoter with interest as applicable on the date.**

- 11.2 Clauses in relation to maintenance of Project, infrastructure and equipment:
Maintenance In-charge:

- 11.2.1. Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 ("**Association**") by the allottees of the Units in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things

as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

- 11.2.2. Maintenance Agency:** The Promoter shall appoint one or more agencies or persons ("**Maintenance Agency/Company**") to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas and facilities, amenities and Specifications, rendition of common services in common to the Co-owners and collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common ("**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.
- 11.2.3. Maintenance In-charge :** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge ("**Maintenance In charge**")
- 11.3 Common Areas Related:**
- 11.3.1.** The Project shall also contain certain Common Areas as specified in **SCHEDULE D** hereto which the Allottee shall have the right to use in common with the Owner, the Promoter and other owners/allottees of the Project and other persons permitted by the Promoter.
- 11.3.2.** Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Unit or the Project shall be claimed to be part of the Common Areas by the Allottee independently or in common with any other Co-owner.
- 11.3.3.** Upon construction of the Unit at the Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.
- 11.3.4.** The Owner/Promoter would provide right to use in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires transfer of Common Areas in favour of the Association, then such transfer shall

be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Said Unit in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour the Association as and when formed and any related documentation and acts deeds and things shall be done by the Allottee and/or the Association and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee proportionately and/or the Association.

11.4 **Unit Related:**

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

11.4.2. No Construction: The Allottee shall not be entitled to construct any structures in the exclusive open front yard and the backside lawn of the said Residential Complex/ Flats. The Allottee hereby agrees and undertakes that the Allottee would maintain the greenery provided by the Promoter and shall not do any construction over the green space since the same is mandatorily required to be kept as virgin green as per the applicable laws and any failure in this regard shall be treated as material breach and will entitle the Promoter to restore the same as virgin green at the cost of the Allottee. The Allottee hereby further undertakes to abide by the same and also agrees not to change the façade of the Villa. The said restrictions have also been imposed to maintain looks and aesthetics of the Project and breach of it shall be considered as a material breach.

11.4.3. Transfers by Allottee: The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to 4%of Unit Price plus applicable Taxes or at which the said unit is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee

substituted in his/her/their/its place and stead in the records of the Promoter as the Buyer of the said Villa subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall henceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @4% (four percent) mentioned in this clause in respect of the said Unit paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of 12 months from the date of execution hereof nor to let out, sell, transfer or part with possession of the said unit at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the said Villa are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

11.4.4 **Area Calculations:**

- a. **Carpet Area of Residential Complex/ Flats:** The carpet area for the unit or any other units shall mean the net usable floor area of such Villa, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Residential Complex/ Flats.
- b. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Residential Complex/ Flats.
- c. **Built-up Area:** The built-up area for the Villa or any other Villa shall mean the Carpet Area of such Villa and the area covered by those external walls which are common between such Residential Complex/ Flats and any other Residential Complex/ Flats and the niches/cupboard, elevation, treatment and the area covered by all other external walls of the such Residential units/ Flats.

11.5 **Developed Lands Related:**

- 11.5.1.** The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all construction, addition or alteration that may have been made in the past in the Developed Lands.
- 11.5.2.** The Promoter, at its sole discretion, may allow the Allottee of the Said Villa to use the shared infrastructures as available in the Developed Land in addition to the shared infrastructures mentioned in **SCHEDULE D**.

11.6 **Future Expansion Related:**

- 11.6.1.** The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, that may be available at any time in the Future Phase Lands.
- 11.6.2.** The Promoter may make further additions and alterations to the Building Plans without affecting the Said Flat or reducing the amenities and facilities mentioned in **SCHEDULE D**. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act.
- 11.6.3.** The Allottee accepts and confirms that in case of integration of any part of any Future Phase Lands, the calculation of proportionate share shall vary but the Total Price or Taxes or Extra Charges or Deposits payable by the Allottee hereunder shall not vary thereby.

11.7 **HOUSE RULES:** The ownership and enjoyment of the Said Residential Complex/ Flats and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below ("**House Rules**") which the Allottee shall be obliged and responsible to comply with strictly:

- 11.7.1.** To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- 11.7.2.** To use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral

activity at the Residential Complex/ Flats or any activity which may cause nuisance or annoyance to the Co-owners.

- 11.7.3.** Without prejudice to the generality of the foregoing, not to use the Villa or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 11.7.4.** Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Residential units/ flats or anywhere in the Project **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Villa. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Villa save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Residential units/ Flats.
- 11.7.5.** Not to partition or sub-divide the Residential Complex/ Flats nor to commit or permit to be committed any form of alteration or changes in the Villa or in the beams, columns, pillars of the Residential Complex/ Flats at the Project passing through the Residential Complex/ Flats or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Residential Complex/ Flats in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Residential Complex/ Flats at the Project or any part thereof.
- 11.7.6.** Not to close or permit the lobbies and common areas.
- 11.7.7.** Not to install or keep or operate any generator in the Unit or in any other common areas of the Unit at the Project or the said Land save the battery operated inverter inside the Residential Complex/ Flats.
- 11.7.8.** To maintain at his own costs, the Unit, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local municipal Authority, Panchayat Samiti , WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Unit as well as the user operation and maintenance of lifts, generators, tube-well,

water, electricity, drainage, sewerage and other installations and amenities at the Project.

- 11.7.9.** Not to sub-divide the Unit under any circumstances nor to make any additional construction on the said Lawn/s of the said Unit.
- 11.7.10.** Not use or permit to be used the Unit or the Common Areas, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighbouring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said Project.
- 11.7.11.** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Residential units/flats and the Common Areas.
- 11.7.12 Not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- 11.7.13 To apply for and obtain at his own costs separate assessment and mutation of the Unit in the records of appropriate authority within 06 (six) months from the date of possession.
- 11.7.14 Not to alter the outer elevation or facade or colour scheme of the Residential Complex/ Flats at the Project (including grills, verandas, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.
- 11.7.15 Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 11.7.16 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 11.7.17 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit at all reasonable times for construction and completion of the Villas at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decay sand want of repair in the Villa within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee there about;
- 11.7.18 To install firefighting and sensing system gadgets and equipment's as required under law and shall keep the Villa free from all hazards relating to fire.

- 11.7.19 To keep the Unit and partition walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Residential units/ Flats at the Project and not to do or cause to be done anything in or around the Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Residential Complex/ Flats.
- 11.7.20 Not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- 11.7.21 Not to obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Unit.
- 11.7.22 Not to violate any of the rules and/or regulations laid down by the Maintenance In- charge for use of the Common Areas, Shared Common Areas and Shared Common Infrastructure
- 11.7.23 Not to throw or accumulate or cause to be throw nor accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- 11.7.24 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on the Unit at the Project or may cause any increase in the premier payable in respect thereof.
- 11.7.25 Not to commit or permit to be committed any alteration or changes in, or draw from outside the Residential units at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Residential Complex/ Flats and any other Residential units/ flats in or portion of the Project.
- 11.7.26 To use the Common Areas only to the extent required for ingress to and egress from the Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
- 11.7.27 To use of the Common Areas with due care and caution and not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas by the Allottee or his family members or any other person.
- 11.7.28 Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage there from or from any part there of nor keep or put any soil or dirt or filth there at nor permit the

accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

- 11.7.29 Not to claim any access or user of any other portion of the Project except the Said Residential Complex/ Flats and the Common Areas mentioned therein and that too subject to the terms, conditions, rules, and regulations applicable thereto.
- 11.7.30 Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/garden etc.
- 11.7.31 No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 11.7.32 To keep the Common Areas, open spaces, parking areas, paths, passages, etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
- 11.7.33 Not to change/alter/modify the name of the Project and/or any of the Unit therein from those mentioned in this Agreement.
- 11.7.34 The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Villa and the other component so the Said Unit and that the Promoter shall a tall times be entitled to deal with and dispose of all other units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.
- 11.8 **Taxes and Outgoings:** The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (**"Taxes and Outgoings"**):-
- a. Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Unit and/or any component related to the said Villa directly to the local Panchayet, Municipal Authority, BLLRO and any other appropriate authority Provided that so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.

- b. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or any component thereof or the said Land and whether demanded from or payable by the Allottee or the Maintenance In charge and the same shall be paid by the Allottee wholly in case the same relates to the said Villa and proportionately in case the same relates to the Villas or the said Land or any part thereof.
- c. Electricity charges for electricity consumed in or relating to the Residential Complex/ Flats .
- d. Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Unit against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Unit or any part thereof, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case maybe.
- e. Proportionate share of all Common Expenses to the Maintenance In charge/Maintenance Agency from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, Maintenance charges as demanded by the Promoter Or on actual whichever is higher. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In Charge at its sole and absolute discretion after taking into consideration the common services provided.
- f. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- g. Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
- h. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case maybe.

11.8.1. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Unit Provided that any amount

payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect the reoffend the Allottee shall be are and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

- 11.8.2.** The maintenance charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 11.8.3.** The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 11.8.4.** In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as afore said, in case the failure and/ or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and amenities and the Maintenance- in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, generators, water, etc.,) to the Allottee and his employees guests agents tenants or licenses and/or the said Residential units/ flats It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 11.8.5.** The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or Negligence of the Allottee or the servants agents licensees or invitees of the

Allottee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee

- 11.8.6. Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Villa and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations here under, then notwithstanding the fact that the Promoter shall withhold possession of the Villa on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the said Villa shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the said Villa and remedies the concerned default and takes physical possession of the Villa, the Allottee shall be liable for all consequences [of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs.15000/- per month towards withholding charges.
- 11.8.7.** Common Expenses shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Flats (except the Villas therein), and the Common Areas and for all other Common Purposes.
- 11.9 **Acknowledgments, Exceptions Reservations and Indemnities:** The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under Clause I above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under Clause I above and/or the following rights and authorities at any time and from time to time hereafter:-
- 11.9.1.** The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.
- 11.9.2.** The Allottee shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Unit/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or

occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5(five) years by the Allottee from the date of Completion Certificate or handing over possession, whichever is earlier it shall be the duty of the Promoter to rectify such defects without further charge, **within 30 (thirty) days if the defects are minor in nature, otherwise within reasonable time, if it is major, what is the reasonable time, will be decided by the architect., and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Promoter shall hand over the possession of the Unit on completion of the Project to the Allottee by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement.**

It is expressly agreed and understood that in case the Allottee ,without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which in section Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

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

14. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

The Promoter/Maintenance Company shall have rights of unrestricted access of all Common Areas, if any of the Project for providing necessary maintenance services and the Allottee agrees to permit the Promoter and/or Maintenance Company to enter into the residential units 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 Service Areas The service areas, if any, as located within the Project, shall be earmarked for services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use services areas in any manner whatsoever, and the same shall be reserved for use by the Maintenance Company (including the association of allottees formed by the allottees)/Promoter for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE UNIT:

- a. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost shall not do or suffer to be done anything in or to the Unit, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Residential Complex/ Flats, its demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other appurtenances thereto or belonging thereto, in its good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. is not in any way damaged or jeopardized.
- b. The Allottee 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 Flats or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Residential Complex/ Flats.
- c. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Residential Complex/ Flats, the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association, as the case maybe. The Allottee 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/ALLOTTEES:

The Allottee is entering into this Agreement for the allotment of the Said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. 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 Unit, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Said Unit/ at his/her own cost.

18. ADDITIONAL CONSTRUCTION:

- (i) The Promoter 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) and disclosed, except for as provided elsewhere in the Agreement and/or in the Act.
- (ii) The promoter has taken sanction for development on a part of the said land and will develop the remaining area of the said land in future after obtaining necessary sanction from the authorities.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

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

19.2 However the promoter shall be entitled to securitize the total price and other amounts, respectively, payable by the Allottee under this agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

20. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal to the extent applicable and within the knowledge of the Promoter.

21. **BINDING EFFECT:**

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

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 Unit.

23. **RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the parties here to that all the provision contained herein and the obligations rising here under in respect to the Said Unit and the Projects shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Said Unit for all intent and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

26. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) of the Project, the same shall be the proportion which the carpet area of the units bears to the total carpet area of all the Residential Complex/ Flats 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 complete only upon its execution by the Promoter through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Registration Authorities. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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

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

31. JOINT ALLOTTEES:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under 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 inter predation and validity of the terms there of 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 or as amended from time to time and all disputes and differences relating to the said Unit thereto in the Project shall be subject to exclusive jurisdiction at Kolkata, only.

34. ADDITIONAL TERMS:

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Owners, Promoter and Allottees to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in clause 34 hereinafter contained shall prevail).

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

34.1 Additional Definitions

In addition to any other terms which are defined in this Agreement by inclusion in parenthesis and/or quotations, the under noted terms, shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such terms hereinbelow:-

“Agreement” shall mean this agreement together with each of the Recitals and Schedules stated and/or incorporated herein by reference or otherwise, as may be amended in the manner as recorded herein and/or in writing by the Parties from

time to time by way of letters and/or supplemental agreements and/or addenda to this agreement.

“Common Expenses” shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee and the other Allottees, each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee:

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottees for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the Land, the Unit, the Common Areas; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the Land and/or the Unit including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and
- d) all expenses for running and operating all machinery, equipment's and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas.
- e) All expenses with regard to maintenance, running and/or operating of Shared Infrastructure.
- f) Such other charges, expenses etc. as determined by the Promoter from time to time; and
- g) Each of the afore stated together with the applicable Taxes thereon.

“Common Purposes” shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the Land, the residential units, the Common Areas and the several facilities etc. at/of the Land and/or the Residential units including the repairs, replacements, improvements etc. thereof;
- b) dealing with and regulating matters of common interest of each of the Allottees relating inter alia to their mutual rights and obligations in respect of the Land and the Project, for the use and enjoyment of their respective Units and the Common Areas;
- c) insurance of the Project and the Common Areas
- d) the collection and disbursement of the Common Expenses;
- e) all other common purposes and/or other matters, issues etc. in which the Allottees have common interest relating to the Project, the extent, mode

and manner of each of the above to be as determined and formulated by the Promoter ; and

- f) all other common expenses and/or other matters issues etc. which the Allottees have in common interest relating to the Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter.

34.2 Additional Terms and Covenants Regarding The Total Price, Deposits, Extra Charges Etc., And The Payment Thereof

- i) It is agreed and understood between the Parties that in the event at any time prior to the expiry of the scheduled date of completion of the Project as envisaged at the time of registration of the Project under the Act and as extended from time to time:
 - a) there be any change, modification, amendment, increase, decrease etc. in any of the Taxes comprising the Total Price, Extras and Deposits and/or the manner of computation thereof including but not limited to due to change of/in Applicable Laws; and/or
 - b) any new and/or fresh taxes, cesses, assessments, duties, levies, charges, impositions etc. (central, state or local) by whatever name called be imposed, levied, notified etc. with retrospective effect or otherwise including but not limited to the Project and/or the Said Unit and/or this Agreement and/or the transaction contemplated under this Agreement; and/or then in such an event, each and/or some of the several amounts payable by and/or to be deposited by the Allottee shall accordingly stand increased or decreased, as the case may be, and further some additional amounts may become payable by the Allottee, and the Allottee hereby covenant(s) and undertake(s) to make timely payment/deposit of each of such amounts in terms of the demand(s) and/or revised demands raised by the Promoter provided that in no event shall the Allottee be entitled to call upon the Promoter to refund any amount since then already paid by the Allottee to the Promoter.
- ii) The Allottee shall be bound and obliged to and undertake(s) and covenant(s) to make payment of and/or deposit each amount within the timelines determined/ designated by the Promoter for the same, and while the Promoter shall periodically intimate in writing to the Allottee the amount payable and the Allottee shall make pay/deposit the amount(s) as demanded by the Promoter within the time period and in the manner specified in such intimation, the Allottee has covenanted and undertaken to and further hereby and hereunder covenant(s) and undertake(s) to make payment of the Total Price in terms of the Payment Plan, it being recorded that the Allottee has informed the Promoter that such schedule of payment comprising the Payment Plan is more convenient to/for the Allottee,

and the Allottee covenant(s) and undertake(s) to make each of such payments as and when the same become due.

- iii) The Allottee shall be bound and obliged to and undertake(s) to: (i) deposit with the concerned authorities, the TDS if any deducted, within the 7th (seventh) day of the month succeeding the month of payment; and (ii) issue and hand over to the Promoter, the relevant TDS certificate within the time period stipulated by Applicable Laws, failure whereof shall attract and accrue interest on the amount so deducted for the period of default/delay, such interest to be calculated at the rate prescribed/prevaling under the Applicable Laws governing the subject matter of TDS ("TDS Interest"). Delay caused by the Allottee in fulfilling the aforesaid obligation shall be deemed to be an event of default by the Allottee in his/her/ their/its payment obligations, which shall entail the same consequences as stated in para/**clause 34.4** herein.
- iv) In case the Promoter condones the default of the Allottee in making timely payment of and/or in depositing any amount and/or in depositing the TDS and/or furnishing the TDS certificate within the stipulated timeline(s), then and in such an event, the Allottee shall, along with the outstanding dues and/or arrears, pay to the Promoter, the Interest and/or the TDS Interest, as the case may be, on each of the amounts remaining unpaid/outstanding for the period of default/delay until the date of actual realization thereof together with the administrative charges in terms of the then prevailing policy of the Promoter in respect thereof. Any condonation granted by the Promoter shall not amount to waiver of the future defaults and/or the breaches and/or delays of/by the Allottee and shall be without prejudice to the other rights of the Promoter.
- v) Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Allottee (notwithstanding any specific instruction regarding the same having been given/issued by the Allottee) shall, at the first instance, be applied by the Promoter towards payment of the Interest and the TDS Interest ascertained by the Promoter as due and payable by the Allottee, and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Allottee as ascertained by the Promoter, and the Allottee authorize(s) and empower(s) the Promoter to so adjust and/or appropriate all payments made by the Allottee, and the Allottee undertake(s) not to object to the same and/or to demand/direct the Promoter to adjust the payments in any manner.
- vi) All payments shall be made by the Allottee at the office of the Promoter against proper receipts and in no event shall the Allottee be entitled to set up any oral agreement regarding payment or otherwise. Further, all costs in respect of any payment being made by outstation/dollar cheques, shall be borne and paid by the Allottee. Furthermore, on the dishonour of any banking negotiable instrument on

any ground whatsoever, without prejudice to the other rights and remedies of the Promoter and/or of the Other Entities, the Allottee shall compensate the Promoter and/or the Other Entities for every such dishonour by making payment of Rs. 1500/- (Rupees One Thousand Five Hundred only) and applicable taxes, if any, and the Allottee accept(s) and consent(s) to the same.

- vii) In the event the Allottee is a Person of Indian Origin and/or a Non-Resident Indian (as such terms are respectively defined/described under the governing Applicable Laws), the Allottee confirm(s) that all remittances shall be made in compliance with all Applicable Laws as modified/revised from time to time, and the Allottee shall provide the Promoter with all certifications, declarations etc. pertaining to/in support thereof.
- viii) All refunds, if any in terms of this Agreement, even to Non-Resident Indians and/or Persons of Indian Origin shall be made in Indian Rupees unless mandated otherwise by the then prevailing Applicable Laws.

34.3 **Additional Terms and Covenants Regarding Construction**

- i. The date stipulated in para/Clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in para/Clause 7.1 hereinabove the Said Unit is ready for hand over in terms of this Agreement, the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- ii. The rights of the Allottee is limited to ownership of the ALL THAT the Said Unit and the right to use the Common Areas of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- iii. The Promoter shall have the exclusive right to put up any neon sign, hoardings and other display materials of "Jain Group" on any part or portion of the Common Areas and the Allottee agrees and acknowledges that the Promoter shall be entitled to put up such neon sign, hoardings and other display materials on any part or portion of the Common Areas
- iv. The promoter has taken sanction for development on a part of the said land and will develop the remaining area of the said land in future after obtaining necessary sanction from the authorities.

34.4 **Additional terms and covenants regarding Events of Defaults and/or Cancellation and/or Termination, and its consequences**

- i) In the event the Allottee is in breach of and/or has failed to perform and observe any of his/her/their/its covenants, obligations, representations or warranties under this Agreement and/or the terms and conditions of this Agreement, which breach and/or failure has not been remedied despite having been issued a notice in that regard, the Allottee shall be considered under a condition of default, and an Allottee Event of Default shall be deemed to be occurred.

- ii) Without prejudice to and in addition to the events/grounds stated elsewhere in this Agreement on the occurrence whereof the Promoter shall be entitled to terminate this Agreement (each of which also to be treated as an Allottee Event of Default), on the occurrence of an Allottee Event of Default which continues for a period beyond 30 (thirty) days after notice from the Promoter in this regard (such failure being as determined by the Promoter), then without prejudice to the right of the Promoter to charge and recover from the Allottee, Interest and other amounts as stipulated in this Agreement including that for the period of delay, the Promoter shall be entitled, at its option, and is hereby authorized by the Allottee, to determine and/or rescind and/or terminate this Agreement provided that the Promoter shall intimate the Allottee about the Promoter's intention to so terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

iii) **Refund in case of cancellation by customer having availed Home Loan**

In the event that the allottee, after availing a home loan from a bank or NBFC for the purpose of purchasing an apartment, cancels the said booking and requests a refund from the promoter, the following process shall be followed:

The promoter shall refund the amount paid by the allottee to the financing bank or NBFC from whom the home loan has been availed, subject to the conditions set forth in this clause.

The promoter shall initiate the refund process upon receiving a written request for cancellation from the allottee, accompanied by the necessary supporting documents. The promoter shall require the financing bank or NBFC to issue a No Objection Certificate(NOC) confirming their consent to the refund and the removal of any mortgage charge would be removed, would the promoter release the refund amount to the financing bank or NBFC within reasonable time period, as prescribed by applicable laws and regulations.

The residual payment due to the allottee shall be made only upon receiving the Final NOC and release of mortgage by financing Bank/NBFC, as prescribed by applicable laws and regulations. It is explicitly stated that this sequence of events, as described in this clause, shall not be considered a breach of any clauses of the West Bengal Real Estate Regulation Act or any other relevant laws or regulations governing real estate transaction in the state of West Bengal.

iv) The allottee acknowledges and agrees that the refund process outlined in this clause is an integral part of the agreement between the promoter and the allottee, and that the allottee shall not have any claim or right to the refund amount until the promoter has fulfilled the obligations as set forth in this clause.

v) **Refund in case of denial of home loan to customer by financier**

It is expressly understood and agreed by the parties that the responsibility of obtaining a home loan or financing for the purchase of the apartment lies solely with the allottee. The promoter shall have no obligation or responsibility in assisting or facilitating process of obtaining a home loan or financing for the allottee.

In the event that the financier, to whom the allottee has applied for a home loan or financing, expresses dissatisfaction with the documentation pertaining to the property, it is explicitly stated that such circumstances shall not be deemed as the fault or responsibility of the promoter. If necessary, allottee shall seek alternative financing options to complete the purchase of the apartment. The Promoter shall not be held liable for any consequences arising from the financier's dissatisfaction or refusal to grant a home loan or financing. The non-availability of home loan or financing, regardless of the reason or circumstances, shall not be considered a breach of Clause 7 or any other clauses of the West Bengal Real Estate Regulation Act by the promoter.

vi) **End of Special benefits / discounts clause in case of default by allottee**

In the event of default by the allottee in making timely payments as stipulated in the agreement, the promoter reserves the right to take appropriate actions as set forth in this clause, without prejudice to any other rights or remedies available under applicable laws and regulations.

The allottee acknowledges and agrees that in case of default, the promoter has the right to halt construction, end or withdraw all special discounts, offers, and special schemes that were extended to the allottee as part of the agreement. Furthermore, the company reserves the right to modify, rescind, or cancel any offer or incentive previously provided if the payment terms, including the due dates and amounts, are not strictly followed by the allottee. In case of default in

payment by the buyer, the promoter retains the right to cancel the provision of covered car parking allocated to the allottee. Additionally, the promoter reserves the right to downgrade or change the allotted apartment to an alternative unit of a similar or lower value.

The allottee acknowledges and agrees that in case of default, the promoter has the right to halt construction, end or withdraw all special discounts, offers, and special schemes that were extended to the allottee as part of the agreement. Furthermore, the company reserves the right to modify, rescind, or cancel any offer or incentive previously provided if the payment terms, including the due dates and amounts, are not strictly followed by the allottee. In case of default in payment by the buyer, the promoter retains the right to cancel the provision of covered car parking allocated to the allottee. Additionally, the promoter reserves the right to downgrade or change the allotted apartment to an alternative unit of a similar or lower value.

The allottee expressly acknowledges that the above shall not be considered a breach of any clause of the West Bengal Real Estate Regulation Act or any other relevant laws or regulations and that he has thoroughly reviewed the terms, understood the implications, and voluntarily accepted the consequences of default in payment outlined herein.

vii) **Statutory and Authorities Compliance Clause:**

The allottee hereby acknowledges and agrees that in compliance with the laws and regulations governing real estate transactions, the promoter reserves the right to cooperate and comply with requests made by statutory, financial, and legal authorities for possession and information related to the allottee or the apartment.

Upon receiving a valid request from any statutory, financial, or legal authority, the promoter has the liberty to provide possession of the apartment, including physical possession, and furnish the requested information to the authorities without any hindrance or challenge from the allottee. The allottee expressly agrees not to challenge the validity or legality of the promoter's action in complying with the requests from the authorities mentioned herein, including the handing over of possession and disclosure of information. In the event of a dispute or inquiry initiated, the allottee shall directly address and resolve the matter with the concerned authority, without involving the promoter in any capacity. The promoter's compliance with requests from authorities, such as the EOW (Economic Offences Wing), ED (Enforcement Directorate), banks, and other financial authorities, shall not be considered a breach of any clauses of the West Bengal Real Estate Regulation Act or any other applicable laws or regulation.

34.5 **Additional Terms on Defect Liability:**

The Clause 12 hereinabove shall be subject to the condition that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Said Unit, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the Said Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Unit by making any changes in the Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Flat going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) Any defect due to force majeure
- ix) Failure to maintain the amenities / equipments

- x) Due to failure of AMC
- xi) Regular wear and tear
- xii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Not with standing anything here in before contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 here in above.

[12.1 Decision of Architect Final: If any structural work or any other workmanship in the said bungalow is claimed to be defective by the allottee, at the time of possession or within a period of 5 years from the date of delivery of possession/deemed a date of possession, the matter shall be referred to the architect and the decision of the architect shall be final and binding on the parties,. If directed by the architect the promoter shall act its own cost remove the defect. However this shall in no manner entitle the allottee to refuse to take **possession of the land** with flat and if the allottee does so, the possession date called for by the promoter in the possession letter or the notice of possession shall be considered the deemed possession as contained in possession clauses and all the condition of the possession by the allottee shall apply and all consequences mentioned therein shall follow.

34.6 **Additional terms and covenants regarding the right of the Promoter to create charge/mortgage**

- i) Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the Said Land and/or the Project and/or any part or portion thereof in favour of any bank and/or financial institution and/or any other persons providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Said land and/or the Residential units, and no separate consent of the Allottee shall be required for the said purpose.
- ii) The Promoter undertakes to cause the said bank(s)/financial institution(s) to: (a) issue, if necessary, a no-objection letter in favour of the Allottee/financier

bank(s)/financial institution(s) / any other persons to enable the Allottee to take a home loan from any bank or financial institution for financing the purchase of the Said Unit; and (b) upon receipt by the Promoter from the Allottee (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/to be deposited by the Allottee in terms of this Agreement, before execution of the Conveyance Deed in favour of the Allottee, subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrances, if any created by the Promoter over and in respect of the Said Unit, to be discharged and/or released.

34.7 **Additional terms and covenants regarding the Deed of Conveyance**

- i. After and subject to compliance by the Allottee of each of his/her/their/its obligations to the satisfaction of the Promoter including but not limited to receipt by the Promoter of each of the several amounts due and payable by and/or to be deposited by the Allottee (each as ascertained by the Promoter), and further subject to the Allottee depositing with and/or making payment to the Promoter and/or to the concerned Governmental Authority of each of the amounts stipulated in this Agreement and furthermore subject to the Allottee not having committed any breach, violation, contravention etc. of any of the terms and conditions as stipulated herein and as determined by the Promoter, the Promoter and the Allottee shall take steps to execute in favour of the Allottee, the deed of conveyance, whereby and where under the title in respect of the Said Unit shall be transferred and conveyed in favour of the Allottee, while the title in respect of the indivisible share in the Common Areas (Undivided Share) shall be transferred and conveyed in favour of the Association, such deed of conveyance (s) being in such form and containing such particulars and/or covenants and/or stipulations as drafted by the Advocate of the Promoter ("**Conveyance Deed**"), on such date as may be determined by the Promoter provided that in the absence of any Applicable Law, the Promoter shall subject to the afore stated and further unless prevented by a Force Majeure Event, comply with its aforesaid obligation within 3 (three) months from the date of issuance of the Completion Certificate or within such time period as may be prescribed under the Act and/or Rules.

In addition to the amounts stated elsewhere in this Agreement, the Allottee shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay inter alia: (i) the entire stamp duty, registration fees and other fees, taxes and charges as may be levied from time to time by the government and/or any other authority(ies) and/or any Governmental Authority on the afore stated transfer of the Said Unit, including those applicable/prevaling at the time of registration of the Conveyance Deed. It being further clarified that all costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any conveyance deed

of the Common Areas shall be borne and paid by all owners and allottee(s) of units in the Project on pro rata basis.

SCHEDULE- "A"

Part – I

[PROJECT LAND]

Land in Mouza: By virtue of the events and in the circumstances described in the Schedule 2 below (Devolution Of Title of Mother Land), the Owners are the absolute owners of land measuring 513 Decimal, be the same to be a little more or less, situated and comprised in RS/LR Dag No. 770,773 & 775 at Mouza — Sahara J L No. 46 and RS/LR Dag No 1155 (P), 1160 (P), 1161 (P), 1165(P) & 1166 (P) at Mouza — Doharia, J L No. 45, Ward No. — 26, having holding No. 154, Old Jessore Road, under P.S — Madhyamgram, Dist. — North 24 Parganas , Kolkata — 700 132.

On the North Side:- R.S. Dag No. 454 & 453.

On the East Side:- R.S. Dag No. 1161.

On the South Side:- R.S. Dag No. 479 & 440.

On the West Side:- R.S. Dag No. 458 & 457.

And delineated in the map/ plan attached as **Annexure A** hereto and marked with colour Green

Part –II

1. The Bengal Ropeworks Private Limited purchased 58.67 Decimal land out of total land being 113 Decimal in R.S. Dag No. 456, 457 & 505 which are corresponding to L.R. Dag No. 770, 775 & 773 all of which falls under J.L. No. 46, Mouza Sahara, and purchased 22.03 Decimal land out of total land being 79 Decimal in R.S. & L.R. Dag No. 1161 which falls under J.L. No. 45, Mouza Doharia from one Ranendra Nath Banerjee, S/O Late Indubhushan Banerjee vide Deed No. 10809 of 1984 dated 14.08.1984, Book No. 1, CD Volume No. 98, Page No. 495 to 505, in the year 1984, executed in the office of Sub Registrar Alipore, South 24 Parganas and recorded their name in ROR which have been prepared under the Chapter VII of The West Bengal Land Reforms Act, 1956 as per final publication by Block Land and Land Reforms Officer, being Khatian N. 2980 & 6592 Respectively.

2. The Bengal Ropeworks Private Limited purchased 48.96 Decimal out of total land being 102 Decimal in R.S. & L.R. Dag No. 1166(P) under J.L. No. 45, Mouza Doharia, from one Rudra Nath Banerjee, S/O Late Indubhushan Banerjee vide Deed No. 10810 of 1984 dated 14.08.1984, Book No. 1, CD Volume No. 99, Page No. 11 to 21, in the year 1984, executed in the office of Sub Registrar Alipore, South 24 Parganas and recorded their name in ROR which have been prepared under the Chapter VII of The West Bengal Land Reforms Act, 1956 as per final publication by Block Land and Land Reforms Officer, being Khatian No. 6592.
3. The Bengal Ropeworks Private Limited purchased 38.93 Decimal out of total land being 480 Decimal in Dag No. 1155(P) & 1166(P), under J.L. No. 45, Mouza Doharia from one Raghu Nath Banerjee S/O Late Indubhushan Banerjee vide Deed No. 10811 of 1984 dated 14.08.1984, Book No. 1, CD Volume No. 99, Page No. 22 to 31, in the year 1984, executed in the office of Sub Registrar Alipore, South 24 Parganas and later on recorded their name in ROR which have been prepared under the Chapter VII of The West Bengal Land Reforms Act, 1956 as per final publication by Block Land and Land Reforms Officer, being Khatian No, 6592.
4. The Bengal Ropeworks Private Limited purchased 69.69 Decimal out of total land being 255 Decimal in R.S. & L.R. Dag No. 1160(P),1155(P),1165(P) & 1166(P), under J.L. No. 45, Mouza Doharia and which the company purchased from one Nirpuama Banerjee, W/O Late Indubhushan Banerjee, vide Deed No. 10812 of 1984 dated 14.08.1984, Book No. 1, CD Volume No. 99, Page No. 32 to 46, in the year 1984, executed in the office of Sub Registrar Alipore, South 24 Parganas and recorded their name in ROR which have been prepared under the Chapter VII of The West Bengal Land Reforms Act, 1956 as per final publication by Block Land and Land Reforms Officer, being Khatian No. 6592.
5. The Bengal Ropeworks Private Limited purchased 98.73 Decimal out of total land being 522 Decimal in Dag No. 1155(P) & 1160(P) under J.L. No. 45, Mouza Doharia from one Lily Banerjee, W/O Ahibhushan Banerjee, vide Deed No. 10813 of 1984 dated 14.08.1984, Book No. 1, CD Volume No. 99, Page No. 47 to 56, in the year 1984, executed in the office of Sub Registrar Alipore, South 24 Parganas and recorded their name in ROR which have been prepared under the Chapter VII of The West Bengal Land Reforms Act, 1956 as per final publication by Block Land and Land Reforms Officer, being Khatian No. 6592.
- 6.1 The Bengal Ropeworks Private Limited purchased 91.46 Decimal out of total land being 712 Decimal in R.S. & L.R. Dag No. 1155(P),1160(P), 1161(P), 1165(P), 1166(P) under J.L. No. 45, Mouza Doharia and 47.34 Decimal out of total land being 102 Decimal in R.S. Dag No. 457, 456 & 505, corresponding L.R. Dag No. 775, 770 & 773 under J.L. No. 46, Mouza Sahara from one Snehalata Banerjee, W/O Bibhuti Bhushan Banerjee, vide Deed No. 7411 of 1982 dated

23.08.1982, Book No. 1, CD Volume No. 259, Page No. 146 to 161, in the year 1982, executed in the office of Sub Registrar Alipore, South 24 Parganas.

6.2 Thereafter The Bengal Ropeworks Private Limited recorded their name in ROR which have been prepared under the Chapter VII of The West Bengal Land Reforms Act, 1956 as per final publication by Block Land and Land Reforms Officer, being Khatian No 6592 & 2980 respectively. The Bengal Ropesworks Private Limited also took the exclusive right to use the private passage covering 37.19 Decimal area under R.S & L.R. Dag No. 1155(P), 1160(P), 1161(P), 1165(P) & 1166(P) under J.L. No. 45, Mouza Doharia and R.S. Dag No. 456 & 505, corresponding L.R. Dag No. 770 & 773 under under J.L. No. 46, Mouza Sahara from one Snehalata Banerjee, W/O Bibhuti Bhushan Banerjee, vide Deed No. 7411 of 1982 dated 23.08.1982, Book No. 1, CD Volume No. 259, Page No. 146 to 161, in the year 1982, executed in the office of Sub Registrar Alipore, South 24 Parganas.

6.3 Thus The Bengal Ropeworks Private Limited became the recorded owner of 513 Decimal Land and is in exclusive and peaceful possession of the said land.

SCHEDULE - 'B'

[DESCRIPTION OF THE SAID UNIT]

Part -I

(SAID RESIDENTIAL UNITS)

All That residential units being No. In Block..... facing, having carpet area of Total Built up area **Square Feet** together with one exclusive balcony admeasuring **square feet** together with exclusive open Terrace admeasuring **square feet** (no construction right over the terrace).

TOGETHER WITH proportionate undivided indivisible impartible share in the Common Areas and Installations described in the SCHEDULE D hereunder written.

TOGETHER WITH the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed.

Part -II

PLAN

Part III

(SPECIFICATIONS)

Sl.No	Descriptions	Material Name
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1.	Living & Dining Space	Italian Styled Large sized Vitrified Tiles
2.	Bedrooms	Italian Styled Large sized Vitrified Tiles
3.	Internal Staircase	Italian Styled Large sized Vitrified Tiles
4.	Roof	Solar Reflective Tiles
5.	Kitchen	Floor Anti-Skid Ceramic Tiles. Counter- Granite Slab with Stainless Steel Sink Wall Tiles- up to 2 ft high all around the wall over the Granite counter. Water Filter point, Exhaust Point, Chimney Point
6.	Toilet	Floor Anti-Skid Ceramic Tiles. Wall Dado in Ceramic Tiles up to 7 ft.
7.	Sanitary Ware	Sanitary ware and CP fitting from reputed brand
8.	Electrical Fittings	Superior Quality Concealed Copper Wiring. Modular Switches of Reputed Make provision for telephone and television point
9.	Interior	POP finish.
10.	Exterior	Waterproof/Weather coat Exterior Finish
11.	Generator	Common DG for entire property

Part -IV

(SAID APPLICATION)

Allottee has applied for the said unit being Villa no. vide application No.,dated

Part -V

(SAID ALLOTMENT)

Provisional Allotment Letter dated.....issued in favour of the Allottee/ Allottees.

SCHEDULE – “C” [PAYMENT DETAILS]

PART-I

(Unit Price)

Sl.No.	Consideration/Amount Payable Towards	Rs.
1.	Price of the Said Villa/Bungalow calculated on the carpet area admeasuringsq.ft./-
2.	GST @5%/-

	Total/-
--	--------------	---------

**Plus Applicable Taxes on the (Unit Price)
(Extra Charges)**

Plus Applicable Taxes

***** and Registration Fee, Stamp Duty, Electricity Meter Deposit , Mutation Charges and incidental charges for facilitating the process of registration on Actual are additional

(Deposits)

Sinking Fund Deposit -This amount is payable as funds for future repairs replacement, improvements and developments in the Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter may deem fit and proper.	Rs...../-
Total Deposits (in Rupees)	Rs/-

Part-II**(Payment Plan)**

<u>Sl No.</u>	<u>Payment Schedule/ Milestone</u>	<u>Amount</u>
<u>A</u>	<u>Application</u>	Application amount + GST
<u>B</u>	Balance Booking amount for Allotment	10 % of total Price minus Paid Application amount+ GST
<u>C</u>	At the time of Registration of the Sale Agreement	15 % of total Price + GST
<u>D</u>	On Commencement of Foundation for particular Bungalow within 60 days of entering into Agreement for Sale or whichever is earlier	25 % of Total Price + GST
<u>E</u>	On Completion of 1st Floor Casting	15 % of total Price + GST
<u>F</u>	On completion of Roof Casting	10 % of total Price + GST
<u>G</u>	On completion of Brick Works	10 % of total Price + GST
<u>H</u>	On completion of Flooring	10 % of total Price + GST
<u>I</u>	On Possession	5 % of total Price + GST
	TOTAL	Rs...../-

Advance Maintenance Charges for the Said Unit, Formation of Association, Deposits and Sinking Fund as mentioned hereinabove to be paid at the time of Possession.

SCHEDULE-D

[COMMON AREAS] Common Areas of the Project:

- (i) The said Land
- (ii) Drive ways and paths and passages at the Project Land except those reserved by the Promoter for exclusive use.
- (iii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iv) Underground water reservoir
- (v) Water supply or Deep tube well for water supply with water distribution pipes.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units at the Project to the Panchayat Samity/municipal drains.
- (vii) DG Set, its panels, accessories and wirings and space for installation of the same.
- (viii) Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
- (ix) Landscape Garden
- (x) Security gate and gouty
- (xi) Firefighting system in the common areas at the Project all as per WBFES rules and norms.
- (xii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

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

**SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED OWNERS IN
THE
PRESENCE OF:**

**SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED PROMOTER IN
THE
PRESENCE OF:**

**SIGNED SEALED AND DELIVERED BY
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PRESENCE OF:**