

## AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this [•] day of [•], 2023 at Kolkata

### **BY AND AMONGST**

**RITURAJ CONSTRUCTION LLP [PAN: AASFR2668H]**, a limited liability partnership incorporated and registered under the Limited Liability Partnership Act, 2008, having its registered office at 3A, Madam CAMA (Auckland Place), 10<sup>th</sup> Floor, P.O: Circus Avenue, P.S: Shakespeare Sarani, District: Kolkata, Kolkata-700017, duly represented by its Authorised Signatory **Mr. Subhas Kumar Goenka, [•]** [PAN: [•] [AADHAR: [•], son of Narayan Prasad Goenka, Indian Citizen, having PAN. ABCPG7776N and AADHAAR No.: 3306 4455 1987, working for gain at 3A, Madam Cama (Auckland Place), 10<sup>th</sup> Floor, P.O: Circus Avenue, P.S: Shakespeare Sarani, Kolkata-700017,, hereinafter referred to as the “**Promoter**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said partnership business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said partnership business or such other persons and/or persons who may carry on the business of the said partnership firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**

### **AND**

**PERSONS SPECIFIED IN SCHEDULE-A**, hereinafter referred to as the “**Owners**” (which term or expression shall unless excluded by or repugnant to the subject or context mean and include each one of them and each of their respective successors-in-interest and permitted assigns) being represented by their duly constituted attorney **RITURAJ CONSTRUCTION LLP [PAN: AASFR2668H]**, a limited liability partnership incorporated and registered under the Limited Liability Partnership Act, 2008, having its registered office at 3A, Madam CAMA (Auckland Place), 10<sup>th</sup> Floor, P.O: Circus Avenue, P.S: Shakespeare Sarani, District: Kolkata, Kolkata-700017, duly represented by its [•] [PAN: [•]] [AADHAR: [•]], son of [•], working for gain at [•], P.S: [•], P.O: [•], District: [•] of the **SECOND PART**

### **AND**

1) \_\_\_\_\_, son of \_\_\_\_\_, Indian Citizen, PAN. \_\_\_\_\_ & AADHAAR No. \_\_\_\_\_ and 2) \_\_\_\_\_, daughter of \_\_\_\_\_, Indian Citizen, PAN. \_\_\_\_\_ & AADHAAR No. \_\_\_\_\_, both are having address at \_\_\_\_\_, **Mr [•]**, [PAN: [•]], son of [•] and **Mrs [•]** [PAN: [•]] wife of [•] both residing at [•] P.S: [•], P.O: [•] hereinafter collectively referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

### **[OR]**

[•] [PAN: [•]] a company within the meaning of the Companies Act, 2013 and having its registered office at [•] P.S: [•], P.O: [•], Kolkata- [•] duly represented by [•] [PAN: [•]] the Director son of [•] residing at [•], P.O: [•] P.S: [•], Kolkata- [•], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[•] [PAN: [•]], a partnership firm established under the Indian Partnership Act, 1932 and having its office at [•], P.O: [•], P.S: [•], Kolkata- [•] and represented by its authorised partner [•] [PAN: [•]], son of [•] and residing at [•], P.S: [•], P.O: [•], Kolkata- [•], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the **THIRD PART**.

[OR]

[•] [PAN: [•]], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [•], P.S: [•], P.O: [•], Kolkata- [•] and represented by its [•], Mr [•] [PAN: [•]], son of [•] and residing at [•], P.S: [•], P.O: [•], Kolkata- [•], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

[OR]

Mr [•] [PAN: [•]], son of [•], residing at [•], P.S: [•], P.O: [•], Kolkata- [•] for self and as the Karta of the Hindu Joint Mitakshara Family known as [•], HUF [PAN: [•]], having its place of business/ residence at [•], P.S: [•], P.O: [•]- Kolkata-[•] hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

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

The Promoter, the Owners and 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, —

- (i) “**Act**” means Real Estate (Regulation and Development) Act, 2016 and any law or statute enacted or notified at a later date which is made specifically applicable to an ongoing real estate project in the State of West Bengal;
- (ii) “**Rules**” means means the rules, if any, framed under the Act;
- (iii) “**Regulations**” means the Regulations, if any, made under the Act;
- (iv) “**Section**” means a section of the Act.

#### **WHEREAS:**

- A. The Owners have represented and warranted to the Promoter that they are the owners and are seized and possessed of or otherwise well and sufficiently entitled to all that land as more fully described in the **Schedule-B** hereunder written and as depicted and demarcated in the map/plan annexed herewith and marked as **Annexure “I”** and bordered thereon in **RED** colour (“**Larger Land**”). The Owners have further represented to the Promoter and the Allottee that the ownership of and the freehold title to the Larger Land has devolved unto the Owners from

their predecessors-in-interest in the manner and more fully and particularly described in 22 (twenty-two) registered sale deeds ("**Sale Deeds**") as described in the **Schedule-J** hereunder written, which representation shall form an integral part of this Agreement.

- B. By a development agreement dated 2<sup>nd</sup> August 2016 ("**Principal DA**") duly registered at the office of Additional Registrar of Assurance-IV, Kolkata in Book No-I, Volume No: 1904-2016, Pages 277047 to 277143, Being No. 190407373 for the year 2016 and subsequently by a Supplementary Development Agreement dated 3<sup>rd</sup> March 2021 ("**SDA**") to the Principal DA duly registered at the office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No.1, Volume No.1901-2021, Pages 167534 to 167620, Being No. 190102782 for the year 2021 (Principal DA and SDA herein collectively referred to as "**Development Agreement**"), the Owners herein granted development rights to the Promoter herein for the purpose of developing a residential-cum-commercial project over the Larger Land on the terms and conditions contained therein. Subsequently, in pursuance of the Principal DA, by a Power of Attorney dated [2<sup>nd</sup> August] 2016 ("**Principal POA**") and registered at the office of the Additional Registrar of Assurance-III, Kolkata and recorded in Book No IV, Volume No. -1903 - 2016,, Pages 116361 to 116399 Being No. 190304817 for the year 2016 (herein referred to as the "**Power of Attorney**"), the Owners have authorized the Promoter, inter alia, to deal with the Larger Land for the purpose of the development of the same and on other terms and conditions mentioned therein.
- C. In pursuance of the terms of the Development Agreement, the Promoter has decided to develop and construct real estate projects on the Larger Land in two distinct and earmarked zones under the name and style "**SAMPURNA**" in multiple phases ("**Complex**" / "**Sampurna**") as under:
- (a) **Residential Zone:** A clearly demarcated land measuring an area of 7425.1 Sq. Mtrs. out of the Larger Land ("**Residential Zone Land**" more fully and particularly described in **Schedule-C** and as depicted and demarcated in the map/plan of the Larger Land annexed herewith and marked as **Annexure "II/1"** and bordered thereon in GREEN colour), has been identified by the Promoter for the purpose of developing a residential zone ("**Residential Zone**") comprising of 3 (three) multi-storied residential buildings (collectively "**WINGS**" and singularly "**WING**") being Wing-1, Wing-2 and Wing-3. Out of the said Wings, the Promoter has decided to develop 2 (two) of such wings being Wing-2 and Wing-3 comprising of residential apartments as first phase (herein referred to as "**Phase-1**") while Wing-1 which shall also comprise of residential apartments to be developed in near future and herein referred to as "**Future Residential Phase**".
- (b) **Commercial Zone:** The remaining clearly demarcated land measuring an area of 331.58 Sq. Mtrs. out of the Larger Land ("**Commercial Zone Land**" as depicted and demarcated in the map/plan of the Larger Land annexed herewith and marked as **Annexure "I"** and bordered thereon in BLUE colour), has been identified by the Promoter for the purpose of developing the same in near future as a separate real estate project having one or more tower(s) comprising constructed spaces meant for semi-commercial or commercial use along with one or more as well as common areas, parts, portions, utilities and installations ("**Commercial Zone**").
- D. In pursuance of the Development Agreement and above scheme, the Owners through the Promoter had caused the sanctioning of a single integrated building plan, proposing development and construction of a building complex comprising of residential buildings and allied facilities on the area of Larger Land, bearing Building Permit No. 383 dated 20<sup>th</sup> March 2020 by the Panihati Municipality which was valid for 3 (three) years and subsequently a

composite sanctioned plan was obtained from the concerned authority, which consisted of Phase I and the other phases as well, being No. 367 dated 21 December 2021 ("**Master Plan**"). It is therefore, clarified that the final layout plans, building plans, specifications and approvals in respect of the Project herein are not a separate building plan but part of the Master Plan sanctioned by the Panihati Municipality ("**Project Plan**"). It is further clarified that the Master Plan has been sanctioned by the Panihati Municipality on the basis of the area of the Larger Land, which is owned by the Owners and in joint possession of both the Owners and the Promoter as per the applicable laws, building rules and regulations.

- E. The Promoter based on the Master Plan has decided to develop the Phase-1 as a separate real estate project comprising of WINGS-2 and 3 under the name and style "**Sampurna Phase-1**" (hereinafter referred to as the "**Project**"), each consisting of G+18 Floors and comprising total 185 nos. of residential apartments of various shapes and sizes in each WING along with necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use and enjoyment in common by the allottees of the Project ("**Project Common Areas**", more fully and particularly described in **Part "A" of Schedule-F**) on the 4763.46 square metres of clear demarcated land out of the Residential Zone Land dedicated for the Project alone ("**Project Land**"). The detailed description of the Project Land is given in **Schedule-D** hereunder and demarcated in the map/plan of the Residential Zone Land annexed herewith and marked as **Annexure "II/2"** and bordered thereon in colour **RED**. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. Each of the Phases in the Residential Zone are separate real estate projects and shall not be linked or combined with each other, save and except, for integration of the infrastructural facilities more fully and particularly described in **Part-B of Schedule-F** ("**Residential Zone Shared Common Areas**"). Accordingly, the allottees of the Project shall be entitled to the perpetual, irrevocable, non-exclusive right to use and enjoy the Residential Zone Shared Common Areas in common with the allottees/lawful owners/occupants of the remaining Future Residential Phase comprised in the Residential Zone along with the Promoter for the unallotted apartments. Further, each of the Zones in the Complex, being the Residential Zone and the Commercial Zone shall not be linked or combined with each other, save and except, for integration of the infrastructural facilities more fully and particularly described in **Part C of the Schedule-F** and as annexed hereto and collectively marked as **Annexure "III"** and coloured thereon in RED colour (hereinafter referred to and identified collectively as the "**Sampurna Shared Common Areas**"). Accordingly, the allottees/lawful owners/occupants of the Residential Zone shall be entitled to the perpetual, irrevocable, non-exclusive right to use and enjoy the Sampurna Shared Common Areas in common with the allottees/lawful owners/occupants of the Commercial Zone comprised in the Complex along with the Promoter for the unallotted apartments/units.
- G. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.
- H. The Promoter, if so necessary, shall register the Project under the provisions of the Act and thereafter shall follow all incidental legal formalities thereafter. Likewise, the Future Residential Phase and the Commercial Zone shall be developed and registered as a separate real estate project under the provisions of the Act. It is clarified that the lands earmarked for the Future Residential Phase and Commercial Zone are tentative and may undergo changes at a later date and such altered land parcel shall be deemed to be the lands earmarked for Future Residential Phase and Commercial Zone for the purposes of this Agreement and for all other purposes.

- I. The Allottee had applied for an apartment in the Project, vide Application dated \_\_\_\_\_ **"Application"**), **ALL THAT** Apartment No. \_\_\_\_\_ in Wing-2, having carpet area of \_\_\_\_\_ **Sq. ft** ( \_\_\_\_\_), Along With an exclusive Balcony Area of \_\_\_\_\_ **Sq.ft.** ( \_\_\_\_\_) appurtenant to the carpet area of the Apartment (corresponding to a built-up area of \_\_\_\_\_ **Sq. ft.** ( \_\_\_\_\_), altogether located on the **3rd** Floor in WING-2 within the Project and/or Complex **TOGETHER WITH right to park \_\_\_\_\_ (One) Medium sized Car** [•] no. [open/covered] car parking space(s) being Parking Slot No. (s). [•] (measuring [•] Sq. mts. ([•] Sq. ft.) and located at \_\_\_\_\_ **Floor Level ("Parking Space(s)")** (hereinafter collectively referred to and identified as the **"Apartment/Unit"**) **Together With** the perpetual irrevocable right to use the Project Common Areas in common with the remaining allottees/purchasers/lawful occupants of the Project and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project **Together With** the perpetual irrevocable right to use Residential Shared Common Areas and Sampurna Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of all other allottees/purchasers of the Residential Zone and Commercial Zone and the Promoter, AND the detail description of the Apartment and the exclusive Balcony appurtenant to the Carpet Area of the Apartment are given in **Schedule- E** hereunder and delineated in **RED** border on the map/plan of the [•] Floor of the WING- [•] annexed hereto and marked as **Annexure-"IV"** .
- J. By a provisional allotment letter dated [•] (**"Allotment Letter"**) the Promoter had allotted the Unit and the Allottee agreed to accept such allotment for a total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**[•] (**"Total Price"**) and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project, the Complex and the Larger Land and their mutual rights and obligations subject to the terms and conditions contained in the said Application and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Agreement and in case of any contradiction, the terms contained in this Agreement shall prevail.
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- L. 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.
- M. 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.
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit as specified in para I above.
- O. The Allottee has done due diligence and got himself fully satisfied about the rights of the Owners and the Promoter to the said Larger Land and/or the Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also inspected the plans presently sanctioned by the concerned authorities and deeds and documents and agrees and covenants not to raise any objection with regard thereto.

- (a) seen and examined the plans, specifications, components of the Project Common Areas, the Residential Zone Shared Common Areas, Sampurna Shared Common Areas and accepted the floor plan, payment plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself/herself/itself with regard thereto and shall not make any claim or demand whatsoever against the Owners and/or the Promoter concerning the same;
- (b) satisfied itself about the title of the Owners to the Project Land and the Larger Land and the documents relating to the title of the Larger Land and the Project Land, the right of the Promoter, the Plan of the Project (which is a portion of the integrated plan sanctioned for part of the Complex), the materials used in the Apartment and appurtenances, the workmanship and measurement of the Unit, the carpet area whereof has been confirmed to the Allottee and shall not raise any requisition about the same;

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

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Unit as specified in paragraph 1 above.

The Total Price for the Unit based on the carpet area is **Rs. [•]/- (Rupees [•] only) ("Total Price")** as also mentioned in **Part-I of the Schedule-I** hereunder written, break up whereof is as follows:

Apartment No [•] Floor [•]	<b>Rate of Apartment per square metres (in Indian Rupees) [•]</b>
<b>Break-up of Total Price:</b>	
<b>Cost Head</b>	<b>Price (in Indian Rupees)</b>
Apartment	[•]
Parking Space	[•]
Taxes per square feet	[•]
Amenities Charges @ Rs.50/- per square feet	
Maintenance Deposit @ Rs. 47/- per square feet	[•]
Sinking Fund @ Rs. 39/- per square feet	[•]
Documentation charges	[•]
<b>Total Price (in Indian rupees)</b>	<b>[•]</b>

In addition to the aforesaid Total Price, the Allottee agrees to make payment of the charges in respect of:

- i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Apartment in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottee in addition to those mentioned herein, if agreed upon by the Promoter in writing and done in compliance with the provisions of Sec. 14 of the Act, which shall be payable before the work is commenced by the Promoter. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Apartment and/or the common areas ultimately resulting in delay in the delivery of possession of the said Apartment by the Promoter to the Allottee, the Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee thereby provided that such additional work is completed within the timeframe mutually agreed between the Promoter and the Allottee;
- ii) In the event of the Promoter providing any additional specifications, amenities or facilities over and above what has been specified in **Schedule- G** for the benefit and enjoyment of the Allottee in common with the owners/allottees and lawful occupants of the Project and the Owner and the Promoter, the Allottee shall be liable to make payment of the proportionate share in respect thereof;
- iii) The Allottee shall be liable to pay all the costs, charges and expenses, including mutation fee, for mutation and separate assessment of the Unit;
- iv) The Allottee shall be liable to pay all the costs charges and expenses for individual satellite cable TV connection;
- v) The full amount of security deposit and other costs payable to electricity authorities (as may be demanded by the electricity authority) for obtaining direct electric meter in respect of the said Apartment and proportionate share of the total amount of security deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas.
- vi) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, the applicable stamp duties and registration fees on execution and registration of this Agreement and of the sale deed and other documents to be executed and registered in pursuance hereof and also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to such registration.

The Allottee is fully aware that stamp duty on this Agreement is payable on ad-valorem basis on the market value of the said Apartment on super-built up area basis and the Allottee is bound to register this Agreement, failure to do so will be construed as default on part of the Allottee.

- vii) The Allottee shall deposit and/or keep deposited with the Promoter a sum of **Rs. [●]/- (Rupees [●]) @ Rs.26\_\_/- per square feet** only to remain in deposit with the Promoter and in the event of any default by the Allottee in making payment of the municipal and other rates taxes (if applicable) and outgoings, electricity charges, maintenance charges and proportionate liability towards the common expenses (including those mentioned in the **Schedule-H** and in the Agreement) within the due dates and in the manner mentioned hereunder, the Promoter in its sole discretion and without prejudice to the other rights and remedies available to the

Promoter, be entitled to meet out of the said deposit the amount/s under default. At the time of hand-over of the Project Common Areas to the Association of Allottees, Promoter shall transfer the balance lying in the said Deposit account of the Allottee to the Association of Allottees.

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Unit. Booking Amount shall mean a sum of Rs. [•] (Indian Rupees [•] only) (being 10% of the Unit Total Price excluding GST.);
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of handing over the possession or the Deemed Date of Possession of the Apartment to the Allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion/occupancy certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (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 therein. 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 of Apartment includes recovery of price of land (proportionate share), construction of [not only the Unit but also] the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

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



to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee.

The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Schedule-I** hereunder written ("**Payment Plan**").

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 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.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Schedule-G** hereunder written (which shall be in conformity with the advertisement etc. on the basis of which sale is effected) in respect of the Apartment or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act

Provided that the Promoter may (without being obliged) make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Wing is complete and the occupancy/completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in 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.

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

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have right to use undivided proportionate share in the Project Common Areas. Since the share/interest of Allottee in the Project Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Project Common Areas along with other occupants, maintenance staff, and Promoter (subject to applicable laws, till the time Project Common Area is transferred to the association of allottees and/or there are unsold Units lying with the Promoter in the said Project), without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Project Common Areas of the Project to the association of allottees after duly obtaining the partial/block wise occupancy/completion certificate from the competent authority;

- (iii) That the computation of the price of the Apartment includes recovery of price of land (proportionate share), construction of [not only the Apartment but also] the common areas, Parking Space, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be as provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the Project and his/her/its apartment, as the case may be, with prior written intimation and appointment. The Allottee shall comply with all requisite safety measures during such site visit and inspection.

It is made clear by the Promoter and the Allottee agrees that the Apartment allotted to the Allottee by the Promoter, as mentioned in **Schedule-E**, shall be treated as a single indivisible unit for all purposes. It is also agreed that the Project is independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or lined/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project and their Family members.

The Promoter agrees to pay all outgoings till the Occupancy Certificate and/or Completion Certificate or Partial Completion Certificate, which it has collected from the allottees (including the Allottee herein), 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 the Allottees (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of **Rs. [●]/- (Rupees [●])** only ("**Booking Amount**") (Excluding GST) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II of the Schedule-I**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate that may be prescribed in the Rules or in absence of any prescribed rate, at the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum for the period of such delay.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (**Part-II of the Schedule-I**) through A/c Payee cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of **RITURAJ CONSTRUCTION LLP** payable at Kolkata or in the manner mentioned in the said demand/email. The Allottee shall be liable to remit each instalment as mentioned in the Payment Plan after deducting TDS as applicable. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of Rs 500/- (Rupees Five Hundred) only plus applicable taxes, for every such dishonour.

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendments (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 fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

### **4. ADJUSTMENT/APPROPRIATION OF THE PAYMENTS**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding of the Allottee against the Apartment if any, in his/her 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 of the project with the authority and towards handing over the Apartment to the Allottee and the common areas to the association of the allottees or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

## 6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment as also shown in **Annexure-IV** to the Agreement and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities (**Part-A of Schedule-G**) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities 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 provisions prescribed by the Municipal Laws and shall not have an option to make any variation / alteration / modification in such plans unless so necessitated for the interest of the Project and such variation is certified by the Architect; provided always any such variation/modification shall remain subject to the already enacted provisions, if any, of the Act. Provided That with respect to the development of other phases on the Complex and/or Future Residential Phase and/or Commercial Zone, nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof.

Provided further that the Project is an independent Project on the Project 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 Phase/project in its vicinity or otherwise *save and except* for the purpose of integration of infrastructure for the benefit of the allottees/purchasers of the Project and those of the other Wings/Phases comprised in the Complex and/or the Larger Land.

## 7. POSSESSION OF THE APARTMENT

**Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Project Common Area to the association of Allottees or the competent authority, as the case may be, is of the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31<sup>st</sup> December 2025, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and any event or happening which is beyond the control of the Promoter affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not claim etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be granted and termed as partial/block wise occupancy/completion certificate by the concerned municipal authority for the said Project at the said Project Land because of the fact that the concerned municipal authority may be granting a single sanctioned plan for both the said Project Land and for other phases of the Complex/Larger Land but the said partial completion certificate shall mean and include completion certificate for the said Project and the Wings constructed thereat), whichever be applicable, from the competent authority shall, within a maximum period of 15 (fifteen) days from receiving such certificate from the competent authority, shall issue a notice in writing ("**NOTICE OF POSSESSION**") by speed post/e-mail in favour of the Allottee calling upon the Allottee to take possession of the Apartment within a maximum of 45 (forty five) days from the date of the said Notice of Possession by the Allottee ("**POSSESSION DATE**"/ "**DEEMED DATE OF POSSESSION**").

Provided that, the conveyance deed in favour of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the **Part II of Schedule-I** hereto and taking possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges and incidental expenses to the Promoter as per requisition of the Promoter) within 3 (three) months from the date of issue of occupancy/ completion certificate (or such other certificate by whatever name called issued by the competent authority) and the Allottee shall be bound to register the conveyance deed within the time stipulated above. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession and/or from the Deemed Date of Possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter shall handover the copy of the occupancy certificate/completion certificate (or such other certificate by whatever name called issued by the competent authority) of the apartment to the Allottee at the time of conveyance of the same.

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

**Possession by the Allottee** – After obtaining the occupancy / completion certificate (or such other certificate by whatever name called issued by the competent authority) and handing over physical possession of all the apartments to the allottees and on hand over of common areas to the Association, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws.

Provided that the Promoter shall handover the necessary document and plans including common areas, to the association of Allottees or the competent authority, as the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

**Cancellation by Allottee** — The Allottee shall have the right to cancel/ withdraw his/her/its allotment in the Project as may be provided in the Act and rules thereunder and until the same is notified, the Allottee must provide notice of at least 30 (thirty) days thus intimating their intention to cancel and on the culmination of the said time period the Agreement shall subject to other legal formalities provided elsewhere in this agreement and otherwise, stand cancelled:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the booking amount paid for the allotment together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest, within 45 (forty-five) days of such cancellation.

### **Compensation**

The Owners shall compensate the Allottee in case of any loss caused to it due to defective title of the said Property, on which the Project is being developed or has been developed, in the manner as may be provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of its business as a Promoter on account of suspension or revocation of the registration, if any, 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 Apartment, along with simple interest at the rate as may prescribed in the Rules or in absence thereof at the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent ) per annum including compensation in the manner as may be prescribed under the Act (or in absence thereof as may be mutually agreed by the Parties) within 45 (forty-five) days of it becoming due.

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee simple interest as prescribed in the Rules or in absence thereof at the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent ) per annum, for every month of delay, till the handing over of the possession and/or Deemed date of possession of the Apartment whichever is earlier 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 OWNERS AND THE PROMOTER**

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Project Land and/or the Larger Land;
- (ii) The Owners have not received any notice from any authority for acquisition, requisition or vesting of the said Larger Land or any part thereof and declare that the

said Larger Land is not affected by the scheme of any municipal authority or government or any other statutory body.

- (iii) The Owners does not hold any excess vacant land under the Urban Land (Ceiling and Regulations) Act, 1976 and any excess land under the West Bengal Land Reforms Act, 1955.
- (iv) The Owners have full authority and power to sell, convey and transfer the said Larger Land in favour of the Association of allottees of the Project.
- (v) No tax, rates, cess, royalty etc. in respect of the said Larger Land or any part thereof is due to any authority or government.
- (vi) No person or persons have any right of pre-emption over and in respect of the said Larger Land or any part thereof save and expect as provided in this Agreement.
- (vii) The Owners are the owners of the said Larger Land or any part thereof and the said Larger Land or any part thereof is free from and against all and/or any encumbrances, demands, claims, charges, liens, mortgages, debts, prohibitions, restrictions, trusts, debutters, uses, rights, attachments, executions, lispensens, requisitions, acquisitions, alignments, defects and liabilities whatsoever and is sufficiently entitled to pass a clear marketable title in respect of the said Larger Land or part thereof.
- (viii) The Owners shall hand over to the association of allottees of the Project all original title deeds, writings, muniments and other evidences of title pertaining to the said Larger Land in conformity with the provisions of the Act.
- (ix) The Promoter has requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;
- (x) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (xi) There are no encumbrances upon the said Project Land or the Project; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the Project Land and shall be at liberty to create further mortgages and/or charges in respect of the Project Land or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the Deed of Conveyance, the Promoter assures to have the said Apartment released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his/her/it making payment of all the amounts payable as per the Payment Plan annexed hereto and complying with his other obligations herein, will be acquiring title to the said Apartment free of all such mortgages and charges created by the Promoter.
- (xii) All approvals, licenses and permits issued by the competent authorities with respect to the Project Land, the Project and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners and the Promoter have been at all times in compliance with all applicable laws in relation to the Larger Land, Residential Zone Land, the Project Land, the Project and the Apartment.

- (xiii) The Promoter and the Owners have the right to execute this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (xiv) Other than the Development Agreement and the Application and Allotment Letter, the Owners and the Promoter have not entered into any contract with any person or party with respect to the Project Land, the Project and the Apartment which will, in any manner, affect the rights of the Allottee in relation to his/her Apartment under this Agreement.
- (xv) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Owners and the Promoter in respect of the Project Land and/or the Project.
- (xvi) The Promoter hereby covenants with the Allottee that the Promoter is lawfully entitled to develop the Project and to transfer its rights in respect of the Apartment.
- (xvii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Project Common Areas to the Association of the Allottees or the competent authority, as the case may be.
- (xviii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the occupancy/completion certificate has been issued and possession of Apartment or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- (xix) The Promoter further covenants that the Project is an independent project on the Project 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 Wing/Phase in its vicinity or otherwise *save and except* for the purpose of integration of infrastructure for the benefit of the allottees/purchasers of the Project and those of the other Wing/Phases/Zone comprised in the Complex/Larger Land.

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

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time as mentioned in this Agreement. For the purpose of this para 'ready to move in possession' shall mean that the Apartment shall be in a bare shell which is complete in all respects including the provision of all specifications, amenities and



facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration as may be provided under the provisions of the Act.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the Apartment along with simple interest at the rate as may prescribed in the Rules or in absence thereof at the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum within 45 (forty-five) days of receiving the termination notice;

Provided that where the Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate as may prescribed in the Rules or in absence thereof at the State Bank of India plus 2% (two percent ) per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings), despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as Demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate as may prescribed in the Rules or in absence thereof at the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum on all unpaid amount from the date the amount is payable by the Allottee;
- (ii) Without prejudice to the right of the Promoter to charge interest in terms of Clause 9.3 (i) above, in case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice for rectification of default from the Promoter in this regard, the Promoter, may cancel the allotment of the Apartment in favour of the Allottee and terminate this Agreement and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoters, and this Agreement and any liability of the Promoters shall thereupon stand terminated;

Provided that the Promoter shall intimate the Allottee about the Promoter's intention to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

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

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 along with any other dues under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment together with right to use the Common Areas to the Allottee within 3 (three) months from the date of issuance of the completion certificate.

Provided that the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 (three) months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### **11. MAINTENANCE OF THE SAID BUILDINGS/APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the occupancy/completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

#### **12. DEFECT LIABILITY**

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

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

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

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

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

## **15. USAGE**

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

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

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

The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Buildings/Wings or anywhere on the exterior of the Project, buildings therein or common areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Buildings/Wings. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. 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 PARTIES**

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

## **18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project contrary to the building plan, layout plan, sanction plan and specifications, amenities and facilities as has been approved by the competent authority (ies) and disclosed except for as may be provided in the Act.

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

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

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws pertaining to apartment ownership.

**21. BINDING EFFECT:**

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

**22. ENTIRE AGREEMENT**

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

**23. RIGHT TO AMEND**

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

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

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

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

The 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 as mentioned in **Part- II of Schedule- I** hereunder mentioned including waiving

the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

**26. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee (s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments 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 its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Sub-Registrar at the office of Kolkata/District Sub-Registrar at the office of Sodepur. 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 specified below:

**Allottee:**

[Name of Allottee]

[Allottee Address]

**Promoter: RITURAJ CONSTRUCTION LLP**

**Address:** 3A, Madam Cama (Auckland Place) 10<sup>th</sup> Floor, P.O.-Circus Avenue,  
P.S – Shakespeare Sarani, Kolkata – 700 017

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

### **31. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered 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 (once the same are notified), including other applicable laws of India for the time being in force.

### **33. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Arbitration and Conciliation Act, 1996. Provided that if any dispute resolution mechanism is prescribed by the Act then in that event the Parties shall act in accordance with such a provision.

### **34. ADDITIONAL TERMS:**

*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.*

### **35. SAVINGS**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment or buildings, as the case may be, prior to the execution and registration of this Agreement for sale for such apartment or buildings, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for sale or under the Act or the rules or the regulations made there under.

Subject to Promoter not being in material default of its obligations under this Agreement, the Allottee shall not in any manner cause any objection obstruction interference or interruption

at any time hereafter in the construction or completion of construction of or in the Project and/or Complex or other parts of the said Larger Land (notwithstanding the delivery of possession of the said Apartment to the Allottee in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Allottee) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the buildings or the said Larger Land or the sale or transfer of the other units/apartments and areas in the Wings/buildings is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Allottee or because of any act or deed or omission on the part of the Allottee, the Promoter is restrained from construction of the Wings/buildings and/or transferring and disposing of the other units and areas therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Promoter.

It is expressly clarified herein in respect of the residential apartments, parking spaces and other spaces, properties and other rights comprised in the Project and/or the Complex and/or the Future Residential Zone and/or Commercial Zone which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of to the Allottee. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

The Allottee shall within 3 (three) months of completion of sale that is from the date of registration of the Deed of Conveyance, apply for and obtain at his/her/its own costs separate assessment and mutation of the Apartment in the records of the concerned Municipality and the BL&LRO and shall keep the Owners and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owners and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;

The rights of the Allottee in respect of the said Unit under this Agreement can be exercised only upon payment of all moneys which have fallen due towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.

In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Association, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Association, as applicable.

The Promoter shall be obliged to deliver possession of the said Unit Subject To the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder AND fulfilling all his/her/its other covenants/obligations herein.

The Promoter shall not be liable to execute or cause to be executed any Conveyance Deed or other instruments in favour of the Allottee until such time the Allottee makes payment of all amounts (including maintenance charges) agreed and required to be paid hereunder by the Allottee AND the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then.

All liabilities owing to non-registration of the Conveyance Deed for the reasons solely attributable to the Allottee shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign/signage without any fee or charge and for the purposes of the Project also to install and/or permit any person to install towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Wings or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same.

The Allottee shall have no connection whatsoever with the purchasers/buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

In respect of clause 7.1, 7.5, 7.6 and 9.2 of the 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.

In respect of clause 7.1 of the Agreement, it is clarified that, subject to the Act, the Force Majeure events may include epidemic, pandemic, health emergency, Governmental actions including lockdowns (including partial), curfews or any other events beyond the control of the Promoter including but not limited to any change in law, non-availability or irregular availability of essential inputs, labour, water supply or sewerage disposal connection or electric power, or slow down or strike by contractor, construction agency employed/to be employed, change in any Governmental/statutory notifications, any order/stipulation of the courts/statutory or local authorities, any prohibition order from any court of law or statutory authorities affecting the regular development of the Project.

In respect of clause 7.5 of the Agreement, it is clarified 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 a 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 an amount equal to the sum total of the booking amount paid for the allotment along with all interest liabilities of the Allottee in terms of Sec. 19 of the Act accrued till the date of such cancellation ("**Cancellation Charges**") and the applicable GST



payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

In respect of clause 7.5 and 9.3 above of this Agreement:

- a. The Allottee agrees that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall make such refund without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee. However, in the event the Allottee is required by the Promoter to execute and present for registration a Deed of Cancellation of allotment, the Allottee hereby agrees to do so without any claim charge and demand and only on registration of such Deed of Cancellation, the Promoter shall refund to the Allottee amounts as mentioned in Clause 7.5 and 9.3 above.
- b. The Allottee further understands and agrees to pay the necessary Stamp Duty, registration fees, all other charges and expenses if any, that may be payable for registration of the Deed of Cancellation.
- c. In the event the Allottee is unable to execute the said Deed of Cancellation; the Promoter shall have the right to unilaterally execute and/or register the said Deed of Cancellation and the Allottee shall not object to the same and the Allottee shall cease to have any right title interest whatsoever in the Apartment 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.

In respect of clause 10 of the Agreement, it is clarified that the conveyance deed shall be drafted by the solicitors/advocates of the Promoter.

The Allottee acknowledges and agrees that the Allottee shall have the right of use of the Sampurna Shared Common Areas to be used and enjoyed in common with the allottees of the Residential Zone and Commercial Zone as mentioned in Part C of the Schedule-F hereto.

In respect of clause 18 of the Agreement, it is clarified that for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Larger Land and/or any part thereof and shall be at liberty to create further mortgages and/or charges in respect of the said Larger Land or any part thereof, and the Allottee hereby consents to the same Provided However that at the time of execution of the Deed of Conveyance, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable as per the Payment Plan annexed hereto and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

In respect of clause 12 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 inspection Promoter shall be required to complete within 30 working 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 clause 12 of this Agreement and the Allottee shall not be entitled to any cost or compensation in respect thereof. Further, the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- a. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles (wherever given) after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- b. 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;
- c. If there are changes, modifications or alterations in doors, or other related items excluding those which the Allottee is not permitted to change then the Promoter will not take responsibility of door locks or door alignment or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- d. If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- e. 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 and If the materials and fittings and fixtures provided by the Promoter are not available in the market.
- f. 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 Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- g. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality and any normal wear and tear.
- h. Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

The Promoter shall assist the Allottee to obtain electricity meters with respect to his/her/its Apartment from electricity supply agency. The Allottee shall be required to fill in the requisite forms and pay the applicable security deposit and charges to electricity supply agency. The Allottee shall pay the electricity bill pertaining to his/her/its Apartment directly to electricity supply agency.

## RESTRICTIONS ON ALIENATION

After Lock- in Period (*as defined below*) and before taking actual physical possession of the Apartment in terms of clause 4 hereinabove and execution and registration of the Conveyance Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the Apartment or his rights under this Agreement without the consent in writing of the Promoter first had and obtained Provided That the Allottee may transfer or alienate the Apartment or his rights under this Agreement by way of nomination with the prior consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter till then and not being in default in observance of his obligations under this Agreement Provided Further That the Allottee shall be liable for payment to the Promoter of a fee/charge calculated @ Rs. 2% of the Total Price (i.e.-Total price +plus applicable taxes) as and by way of nomination fees to the Promoter AND in case so required by the Promoter or the ultimate Allottee of the Apartment, the Allottee herein shall join and also cause all intervening nominees to join in the conveyance and other documents of transfer as confirming parties And Subject Nevertheless To the following terms and conditions:

- a. The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 months ("**Lock-in Period**") from the date of this Agreement.
- b. The Promoter may grant its consent for such nomination, transfer or alienation only upon being paid the fee/charge as aforesaid.
- c. Any such nomination assignment transfer or alienation shall be subject to the terms, conditions, agreements and covenants contained hereunder and on the part of the Allottee to be observed, fulfilled and performed.
- d. The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee/transferee.
- e. Under no circumstances, the Allottee shall be entitled to let out the Apartment before possession of the Apartment is delivered to the Allottee and Conveyance executed in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- f. All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer/nomination/alienation shall be payable by the Allottee or its transferee.

It is clarified that any change in the control of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination/assignment/transfer and be subject to the above conditions. It is further clarified that inclusion of a new joint allottee or change of joint allottee shall be treated as nomination. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee.

Provided that the Transfer of the said Apartment after the Promoter has executed/caused to be executed the deed of conveyance of the Apartment in favour of the Allottee shall not be governed by this clause.

**(A) FORMATION OF ASSOCIATION:** In addition, to whatever has been agreed in the clauses 11 and 19 above, the Parties agree that the Project Common Areas and the Residential Zone Shared Common Areas shall be collectively referred to as the "**Common Areas**", and the Wing Association (*defined below*) and the Residential Zone Association (*defined below*) shall be collectively referred to as the "**Associations**".

Wing Association: Upon formation of an association of the purchasers/allottees of the Project in accordance with the provisions of the Act and/or any other applicable local law ("**Wing Association**"), the Promoter shall transfer the Project Common Areas to the Wing Association along with the responsibility to maintain the Project Common Areas.

- (i) Residential Zone Association: All the purchasers/allottees of all the 3 (three) Towers shall form an association, hereinafter referred to as the "**Residential Zone Association**", in order to ensure the effective and proper management and maintenance of the Residential Zone Shared Common Areas. Upon formation of the Residential Zone Association, the Promoter shall transfer the Residential Zone Shared Common Areas to the Residential Zone Association along with the responsibility to maintain the Residential Zone Shared Common Areas. It is clarified that the Residential Zone Association shall be formed, and the Residential Zone Shared Common Areas shall be transferred to the Residential Zone Association only after a date falling after the completion of Future Residential Phase/Wing-1.

Provided that if such Residential Zone Association cannot be formed due to reasons not attributable to the Promoter, the Residential Zone Shared Common Areas shall then, at the discretion of the Promoter, be transferred to each of the associations of the Project and Wing-1 proportionately and thereafter the said associations shall collectively takeover the maintenance of the Residential Zone Shared Common Areas.

- (ii) Sampurna Level Association: The Promoter shall form an association of allottees of Residential Zone and Commercial Zone ("Sampurna Level Association") and handover all the Sampurna Shared Common Areas mentioned in Part C of the Schedule-F to the Sampurna Level Association for all or part of the services for maintenance and the said Sampurna Level Association shall realize proportionate maintenance charges for the services from the allottees/assignees of the Residential Zone and Commercial Zone. The Assignee shall pay the maintenance charges to the Sampurna Level Association. However, till such time the Sampurna Level Association is formed, the Promoter either on its own or through its nominated agency shall maintain and manage the Sampurna Shared Common Areas as detailed in Part C of the Schedule-F and shall realize proportionate cost and charges from concerned occupiers of both the Zones.

- (iii) Maintenance Security Deposit: Before taking over the possession of the Apartment, the Allottee shall also pay to the Promoter an interest-free security deposit amount towards the Maintenance Deposit calculated @ Rs. **47/-** per square feet and have been included in the Total Price of the Apartment herein ("**Maintenance Security Deposit**"). All tax liabilities on account of Maintenance Security Deposit shall be borne by the Allottee. At the time of taking over of management and maintenance of the respective Common Areas by the respective Associations, the same shall be handed over by the Promoter to the Associations in such manner so that [•] % of the same is handed over to the Residential Zone Association. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the respective Associations, the Promoter shall be fully entitled and the Allottee hereby authorises the Promoter to deduct any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Common Areas out of deposits as well as the non-receipt of any Maintenance Charges from the Allottee and the Promoter shall be liable to give due account of such deductions to the respective Associations.

- (iv) Maintenance Corpus/Sinking Fund: Before taking over the possession of the Apartment, the Allottee shall also pay to the Promoter an interest free security deposit amount towards the Sinking Fund Deposit calculated @Rs.39/- per square feet,, for creation of maintenance corpus/ sinking fund for, among others, major repairs, renovation and/or reconstruction of the Common Areas ("**Maintenance Corpus**")/ "**Sinking Fund**") which has been included in the Total Price of the Apartment herein. All tax liabilities on account of Maintenance Security Deposit shall be borne by the Allottee. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Promoter as a trustee of the purchasers/allottees of the Residential Zone without requiring the express consent or approval. This Maintenance Corpus/Sinking Fund together with accruals thereon (net of Income Tax) will be handed over to the Residential Zone Association at the time of taking over maintenance and management of the Residential Zone Shared Common Areas by the Residential Zone Association, subject to adjustment/recovery of any expenses incurred by the Promoter on account of major repairs, renovation and/or reconstruction of any of the Common Areas.

(B) **INTERIM MAINTENANCE PERIOD**: In addition, to whatever has been agreed in the clauses 11 and 19 above, the Parties agree specifically as under with regard to maintenance and management of the Common Areas:

- a. The Promoter, in order to ensure the benefit of the Project and the allottees, either on its own or through its nominated agency shall maintain and manage the Common Areas at the costs and expenses of the allottees but for a period not exceeding one1 (one) year from the date of obtaining the completion certificate for the Project ("**Interim Maintenance Period**"). The Allottee, will pay Maintenance Charges inclusive of applicable taxes for the aforementioned Interim Maintenance Period, based on the bills to be raised by the Promoter ("**Interim Maintenance Charge**"). It is hereby clarified that in case the Association is not formed even after the Interim Maintenance Period without any fault on the part of the Promoter and despite its repeated persuasion for the formation of the Association of Allottees, then, there shall be separate agreement between the Promoter and the allottee(s) containing the exhaustive terms and conditions to regulate the upkeep, security, maintenance and management of Common Areas beyond the Interim Maintenance Period.
- b. The maintenance and management of Common Areas by the Association will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, culvert, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- c. The rules and bye laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.
- d. After the Common Areas of the Project are handed over to the Association, the Association may adopt the rules and the bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

The Allottee has represented that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner; however, in the event of facilitating the payment of the consideration, the

Allottee shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, subject however to the Promoter receiving the entire mutually agreed consideration for sale and transfer of the Unit in terms of this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution.

None of the following is intended to be or shall be transferred in favour of the Allottee and the Allottee shall have no ownership whatsoever in respect of (a) The clear demarcated land areas identified, earmarked and dedicated for the development of Wing-1; (b) The Project Common Areas; (c) The Residential Zone Shared Common Areas; (c) Other residential apartments and parking spaces in the Project and/or the other Wing/Phases/Zone comprised in the Residential Zone/Complex; (d) The Commercial Zone Land or any part thereof. It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project and/or the Complex which are not intended to be transferred to the Allottee, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by it and in its absolute discretion, without any reference or objection of to the Allottee. The Allottee hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

The Future Residential Phase and Commercial Zone Land are excluded from the scope, purview and ambit of these presents and the Future Residential Phase and Commercial Zone Land shall continue to be held and possessed by the Promoter solely, exclusively and absolutely with the right and interest to enjoy, use and develop in the manner as the Promoter may deem fit and proper in its absolute discretion, and the Allottee shall not have any objection or protest with regard to the nature or time period of development thereof or any claim or demand of any nature whatsoever with regard thereto and the Promoter shall be absolutely entitled to obtain or change or modify the plan(s) for undertaking the development of the Future Residential Phase and Commercial Zone without any recourse whatsoever to the Allottee or to the other purchasers/allottees of the Project/Residential Zone/Commercial Zone.

The Allottee shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the remaining Wing/Phases/Zone comprised in the Complex and/or the transfer, sale or disposal of any other apartment and/or parking space comprised in the Project as well as those comprised in any of the remaining Wing/Phases/Zone comprised in the Complex.

The Allottee shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Project Common Areas and/or the Residential Zone Shared Common Areas and/or Sampurna Shared Common Areas.

The Allottee has, inter alia, inspected and verified all the documents as also the Project Plan of the Apartment, the Project, the Residential Zone and is satisfied as to the Plan and the

condition and description of all fixtures and fittings to be installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Project Common Areas and/or the Residential Zone Shared Common Areas and/or the Sampurna Shared Common Areas.

The Allottee understands that the car parking spaces located at the ground, first and second floor of Wing 2 & 3 are not part of the Project Common Areas. A parking space may be allotted/sold by the Promoter to an allottee/purchaser of an apartment comprised in any of the other Wings within the Residential Zone and such allottee shall have unrestricted, perpetual, irrevocable, non-exclusive right to access and use the driveways/ramps located at the ground, first and second floor of Wing 2 & 3 for ingress and egress to and from his allotted parking space in common with the Allottee, the Promoter (for the unallotted apartments and parking spaces) and other allottees/purchasers/lawful occupants of Wing 2 & 3..

The Project Common Areas, which include the common areas, parts and portions within the Project, are dedicated to the Project and intended for perpetual, irrevocable, non-exclusive use and enjoyment by the Allottee in common with the Promoter (for the unallotted apartments and parking spaces) all the other allottees/purchasers/lawful occupants of other apartments and parking spaces comprised in the Project SAVE AND EXCEPT the ramps/driveways comprised in ground, first and second floors of Wing 2 & 3 which shall form a part of the Residential Zone Shared Common Areas, more fully and particularly described in **Part B of Schedule-F**.

The Allottee shall be entitled to the perpetual, irrevocable but non-exclusive right to use the Residential Zone Shared Common Areas and the Sampurna Shared Common Areas more fully and particularly described in **Schedule-F**, which due to the complex scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with the other phases for the benefit of the allottees/purchasers/lawful occupants of the Project in common with the Promoter (for the unallotted or retained apartments/units/spaces) and the allottees/purchasers/lawful occupants of the others Wing/Phases of the Complex/Residential Zone/Commercial Zone.

The Apartment along with Parking Spaces shall be treated as a single indivisible unit for all purposes. The Allottee shall use the Parking Space allotted to him with the Apartment. The Parking Space allotted cannot be transferred separately and is transferable along with the Apartment only and shall be deemed to have been transferred with the Apartment even though the same be not expressly mentioned in any future deeds or conveyances or instrument of transfer.

The Allottee shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Project Common Areas and Residential Zone Shared Common Areas and Sampurna Shared Common Areas, as the case may be, payable by the Allottee and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Agreement and/or Deed of Conveyance to be executed are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.

The land comprised in R.S Dag No 1063 having an area of 7 (seven) decimal is owned by one Satyen Nirman Private Limited ("SNPL") located on North East side corner of the Larger Land

as demarcated and depicted in map/plan annexed as Annexure "VI" hereto and marked in colour "Red" as shall always be treated as adjoining property to the said Larger Land ("Adjoining Property"). It is expressly agreed understood and clarified that both the Larger Land and the Adjoining Property are and shall always remain independent and separate properties notwithstanding the fact that a single Holding No has been issued by the concerned authority and a single master plan and/or layout plan and/or building plan has been sanctioned for both the properties. The Allottee herein shall have no right, title and interest over the said Adjoining Property. The Allottee has been made aware and has unconditionally agreed that SNPL shall have unhindered access to the Adjoining Property from the main gate of Sampurna, driveways/spaces of the Larger Land as demarcated and depicted in map/plan annexed hereto and marked as Annexure "VI" and marked in colour "Blue" ("Access Passage"). The Allottee hereby agrees and acknowledges that the Project on the Larger Land and/or Project Land has been developed in such a manner that SNPL shall always have free access to the Adjacent Property through the Passage on the Larger Land. The Allottee herein shall have perpetual, unconditional and non-exclusive right of way in the Passage and the Owners shall not transfer absolutely the Passage to the association of allottees.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that since under the provisions of applicable laws, the common areas and/or the land comprised in the said Larger Land/Residential Zone Land or any part thereof are required to be transferred to the association, the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the allottees proportionately and/or the association of allottees (including the Allottee herein) and the Promoter shall not be liable therefor in any manner and the Allottee and the other allottees shall keep the Promoter fully indemnified with regard thereto.

The Allottee shall be and remain responsible for and indemnify the Promoter and the Association against all damages, costs, claims, demands and proceedings occasioned to the said Larger Land/Residential Zone Land 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 Promoter against all actions claims proceedings costs expenses and demands made against or suffered by 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-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

The Allottee has further been made expressly aware that there is a permanent right of easement use and access in respect of the culvert ("Access Culvert"), which connects the main road being B.T Road with the Sampurna and/or Complex, in respect whereof Public Works Department, Government of West Bengal ("PWD") by a Licence Agreement dated 29 December 2017 had granted license for a period of 5 years in favour of the Owners to use the same for ingress and egress to and from the Sampurna, subject to renewal by the PWD after the expiry of the term of 5 years. The Allottee has further been made aware that till formation of the Association of allottees, the Owners shall make its endeavour to apply for renewal of such license and obtain the same on such terms and conditions as may be agreed upon with PWD and the Allottee hereby accords his/her/its consent to the same. On formation of the Association of allottees, the onus of applying and renewing the license shall be solely on the association of allottees and the Owners and/or the Promoter shall not be responsible for obtaining such license from the PWD authorities.



The Allottee has understood that the Wings/infrastructure and/or amenities and facilities comprised within the various Phases of the Complex shall be constructed on the basis of sanction of an integrated Master Plan sanctioned on the area of Larger Land and the said plan is impartible and indivisible, subject to modifications/revisions to the extent as may be permitted under the applicable law in respect of consumption of available (Floor Space Index (FSI)/Floor Area Ratio (FAR) or additional FSI/ FAR granted in future in respect of the Residential Zone Land.

The Allottee shall be liable to pay a sum of Rs**35,000/-** ( Rupees Thirty **Five Thousand only**) plus applicable taxes towards the legal charges for preparation of this Agreement and the proposed deed of conveyance to be executed in pursuance hereof. Out of which one-half shall be paid by the Allottees at or before execution hereof and the balance one-half on or before the date of possession of the Apartment.

The Allottee hereby expressly and unequivocally agrees to strictly observe and fulfil the rules, regulations and restrictions as described in the **Schedule-K** hereunder written for the better use and enjoyment of the Apartment, Parking Space and also for the better management and maintenance of the Wings and the Project.

**36. CONSISTENCY:**

Any terms and conditions stated herein are not in derogation of or inconsistent with the terms and conditions set out in the Act and the Rules and Regulations made thereunder.

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

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

Allottee: (including joint buyers)

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

Promoter :

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

Owners :

**ALOK TOWERS PRIVATE LIMITED  
DIPANKAR PROJECTS PRIVATE LIMITED  
PRASHANT COMMODITIES PRIVATE LIMITED  
DEV DAN PROJECTS PRIVATE LIMITED  
IDENTITY REALITY DEVELOPERS LLP  
JOHRI TOWERS PRIVATE LIMITED  
NAVJOT PROPERTIES PRIVATE LIMITED  
BASUDEV BUILDERS PRIVATE LIMITED  
LANDMARK MEDINOVA LLP  
VEEKAY APARTMENTS PRIVATE LIMITED**

DEEPAN PROJECTS PRIVATE LIMITED  
BFM INDUSTRIES LIMITED  
DEEPTIMAN PROJECTS PRIVATE LIMITED  
SOMANI ESTATES PRIVATE LIMITED  
SATYEN PROPERTIES PRIVATE LIMITED  
SAMSPA EXPO PRIVATE LIMITED  
PUSPAKUNJ ESTATES PRIVATE LIMITED  
DEVADATTA PROJECTS PRIVATE LIMITED  
AATMAJ REALTORS PRIVATE LIMITED  
RD DEVCON PRIVATE LIMITED  
DINAKAR PROJECTS PRIVATE LIMITED  
MODAK VYAPAAR PRIVATE LIMITED

Director /Authorised Signatory

**WITNESSES:**

- |    |           |       |
|----|-----------|-------|
| 1. | Signature | _____ |
|    | Name      | _____ |
|    | Address   | _____ |
| 2. | Signature | _____ |
|    | Name      | _____ |
|    | Address   | _____ |

**SCHEDULE-A  
(Owners)**

- 1) **ALOK TOWERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 60A, Chowringhee Road, 2nd Floor, Kolkata-700020, P.S - Bhawanipore, P.O– Elgin Road, having PAN- AAGCA3191H; and
- 2) **DIPANKAR PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, P.O and P.S: Manicktala, Kolkata-700006, having PAN: AAECD9927G; and
- 3) **PRASHANT COMMODITIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 1, Ramesh Mitra Road, 3<sup>rd</sup> Floor, P.S- Bhawanipore, P.O- Bhawanipore, Kolkata-700025, having PAN- AAACP5717C; and
- 4) **DEV DAN PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, Post Office and Police Station Manicktala, Kolkata-700006, having PAN: AAECD9925E; and
- 5) **IDENTITY REALITY DEVELOPERS LLP**, incorporated and registered under the Limited Liability Partnership Act, 2008 and having its registered office at 1st Floor, 26, Belvedere Road, Post Office Alipore, Police Station Alipore, Kolkata-700027, having PAN: AAIFI1098J; and

- 6) **JOHRI TOWERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 1, Ramesh Mitra Road, 3<sup>rd</sup> Floor, P.S- Bhawanipore , P.O- Bhawanipore , Kolkata-700025,, having PAN: AABCJ3407E;and
- 7) **NAVJOT PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, P.O and P.S: Manicktala, Kolkata-700006, having PAN: AAECN6297K; and
- 8) **BASUDEV BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.11, P.O: General Post Office, P.S: Hare Street, Kolkata-700001, having PAN: AACCB5875F;and
- 9) **LANDMARK MEDINOVA LLP**, incorporated and registered under the Limited Liability Partnership Act, 2008 and having its registered office at 1st Floor, 26, Belvedere Road, P.O and P.S: Alipore, Kolkata-700027, having PAN: AAGFL2206H; and
- 10) **VEEKAY APARTMENTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 1, Ramesh Mitra Road, 3<sup>rd</sup> Floor, P.S- Bhawanipore , P.O- Bhawanipore , Kolkata-700025,, having PAN AAACV9674J; and
- 11) **DEEPAN PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, P.O and P.S: Manicktala, Kolkata-700006, having PAN: AAECD9923C; and
- 12) **BFM INDUSTRIES LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 1, Ramesh Mitra Road, 3<sup>rd</sup> Floor, P.S- Bhawanipore , P.O- Bhawanipore , Kolkata-700025,, having PAN: AABCT0262F; and
- 13) **DEEPTIMAN PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, P.O and P.S: Manicktala, Kolkata-700006, having PAN: AAECD9928K; and
- 14) **SOMANI ESTATES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 1, Ramesh Mitra Road, 3<sup>rd</sup> Floor, P.S- Bhawanipore , P.O- Bhawanipore , Kolkata-700025,, having PAN: AAGCS3720A; and
- 15) **SATYEN PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, P.O and P.S: Manicktala, Kolkata-700006, having PAN: AAUCS3948J; and
- 16) **SAMSPA EXPO PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 1, Ramesh Mitra Road, 3<sup>rd</sup> Floor, P.S- Bhawanipore , P.O- Bhawanipore , Kolkata-700025,, having PAN: AADCS6679K; and
- 17) **PUSPAKUNJ ESTATES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, P.O and P.S: Manicktala, Kolkata-700006, having PAN: AAHCP6349P; and
- 18) **DEVADATTA PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, P.O and P.S: Manicktala, Kolkata-700006, having PAN: AAECD9926H; and
- 19) **AATMAJ REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, P.O and P.S: Manicktala, Kolkata-700006, having PAN: AAMCA5734A; and
- 20) **R. D. DEVCON PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 8/1, Lal Bazar Street, P.O: General Post Office, P.S: Hare Street, Kolkata-700001, having PAN: AAECR0364H; and

- 21) **DINAKAR PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, P.O: and P.S: Manicktala, Kolkata-700006, having PAN: AAECD9933A; and
- 22) **MODAK VYAPAAR PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.11, P.O: General Post Office, P.S: Hare Street, Kolkata-700001, having PAN: AAECM8135B.

**SCHEDULE- B  
(Larger Land)**

**ALL THAT** piece and parcel of the land measuring an area of **7756.68** (Seven Thousand Seven Hundred Fifty Six point Sixty Eight) square meters, more or less, being available area of land as per the actual physical survey/measurement done prior to the Plan as sanctioned by the Panihati Municipality (however, as per Sale Deeds as described in Schedule-J hereto, the total area of the land as owned by the Owners is 207 decimal (or 8391.61 square meters)) comprised in R.S. Dag Nos. 1079(P), 1081, 1082, 1086, 1087, 1088, 1089, 1074 and 1075(P), Khatian Nos 1257 to 1276, at Mouza Agarpara, J. L. No.11, being demarcated portion of Holding No. 76F/1 (part) (previously 80F) B.T. Road, in Ward No.6 of Panihati Municipality, Sub-Registration Office Sodepur, Police Station Khardah, District North 24-Parganas, being butted and bounded as follows:

ON THE NORTH	By Dag No. 1085, 1084, 1061, 1062, 1063 and 1064 and part of 76F/1;
ON THE SOUTH	By Dag No. 1080, 1079, 1078, 1075 (P) and By Common Passage leading to Murari Mohan Mitra Road;
ON THE EAST	By Barrackpur Trunk Road; and
ON THE WEST	By Dag No. 1090

**AND** depicted and demarcated in the map/plan annexed herewith and marked as **Annexure "I"** and bordered thereon in **RED** colour.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**SCHEDULE- C  
(Residential Zone Land)**

**ALL THAT** the clearly demarcated land area of 7425.1 square metres more or less, comprising of 3 (three) multistoried residential buildings being Wing No. 1, 2 & 3, situate and lying at "SAMPURNA" out of the Larger Land, comprised in R.S. Dag Nos. 1079(P), 1081, 1082, 1086, 1087, 1088, 1089, 1074 and 1075(P), Khatian Nos 1257 to 1276, at Mouza Agarpara, J. L. No.11, under Holding No. 76F/1 (part) (previously 80F) B.T. Road, in Ward No.6 of Panihati Municipality, Sub-Registration Office Sodepur, Police Station Khardah, District North 24-Parganas and butted and bounded as follows:

ON THE NORTH	Drive way, Pond(water body), Board Game, Senior Citizen's corner & Adda Zone
ON THE SOUTH	Driveway, Drop off, Sitting area, parking space, & Electrical services ( CESC), DGspace
ON THE EAST	Driveway, another properties, Children's play area, Parking space, Commercial Block, Cricket Pitch
ON THE WEST	Drive way, Parking space, cantilevered Sitting area, Drop off & Yoga lawn

**AND** depicted and demarcated in the map/plan annexed herewith and marked as **Annexure "II/1"** and bordered thereon in **RED** colour.

**SCHEDULE- D  
(Project Land)**

**ALL THAT** the clearly demarcated land area of 4763.46 square metres more or less, comprising of 2 (two) multistoried residential buildings being Wing No. 2 & 3, situate and lying at “SAMPURNA Phase - I” and/or out of the Residential Zone Land, at Mouza Agarpara, J. L. No.11, under Holding No. 76F/1 (part) (previously 80F) B.T. Road, in Ward No.6 of Panihati Municipality, Sub-Registration Office Sodepur, Police Station Khardah, District North 24-Parganas and butted and bounded as follows:

ON THE NORTH	Drive way, Pond(water body), Board Game, Senior Citizen’s corner & Adda Zone
ON THE SOUTH	Driveway, Drop off, Sitting area, car parking, & Electrical services ( CESC), DGspace
ON THE EAST	Driveway, Adjoining properties, Children’s play area, Car parking, Commercial Block, Cricket Pitch
ON THE WEST	Drive way, Parking, cantilevered Sitting area, Drop off & Yoga lawn & Wing-1

**AND** depicted and demarcated in the map/plan annexed herewith and marked as **Annexure “II/2”** and bordered thereon in **GREEN** colour.

**SCHEDULE- E**  
**(Apartment/ Unit)**

**ALL THAT** Apartment No. [•], having carpet area of [•] Sq. mts. ([•] Sq. ft), Along With an exclusive Balcony Area of [•] Sq. mts. ([•] Sq. ft.) appurtenant to the carpet area of the Apartment (corresponding to a built-up area of [•] Sq. mts. ([•] Sq. ft.)), altogether located on the [•] Floor in WING-[•] within the Project and/or Complex **TOGETHER WITH** [•] no. [open/covered] car parking space(s) being Parking Slot No. (s). [•] (measuring [•] Sq. mts. ([•] Sq. ft.) and located at [•] (“**Parking Space(s)**”) **Together With** the perpetual irrevocable right to use the Project Common Areas in common with the remaining allottees/purchasers/lawful occupants of the Project and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project **Together With** the perpetual irrevocable right to use Residential Shared Common Areas and Sampurna Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of all other allottees/purchasers of the Residential Zone and Commercial Zone and the Promoter, AND the Apartment and the exclusive Balcony appurtenant to the Carpet Area of the Apartment are delineated in **RED** border on the map/plan of the [•] Floor of the WING- [•] annexed hereto and marked as **Annexure-“IV”**.

**SCHEDULE- F**  
**Part – A: (Project Common Areas):**

1. Entire Project Land
2. RCC structure
3. ACC Blocks cement plastering wall
4. Entrance and exit to the lobby of Wing No. 2 & 3
5. Letter box space
6. Duct/Shaft
7. Internal Driveway
8. Passenger lifts and Service lift with respective lobbies and Lift Machine Room and its installations
9. Staircases
10. Electrical lines and fittings
11. Water lines and fittings
12. Fire Refuse Platform

**Part – B: (RESIDENTIAL ZONE SHARED COMMON AREAS):**

**(Phase-I & Phase-II)**

1. Driveway
2. Drainage lines and fittings
3. Electrical lines and fittings
4. Plumbing lines and fittings
5. Transformer(s) and its Space
6. CESC Meter Room /Panel Room
7. Corridors with refuse areas
8. Fire refuse platform
9. Security Guard Room on the Ground Floor
10. Entire Residential Zone Land (including the pond located at the North end of the Complex but excluding the lands underneath the WINGS and subject to the rights of the allottees/lawful occupants of the Commercial Zone and Access Passage as demarcated and depicted in map/plan annexed hereto and marked as Annexure "VI" and marked in colour "Blue")
11. Ground level of podium connecting the WINGS with driveway and ramp area (excluding the sanctioned parking spaces)
12. Ground level of podium connecting Wings with Drop off , lift lobby area, service lift area, staircases and lobbies, driveway including ramp (excluding the sanctioned parking spaces), pump room, Toilet(s) for common service providers, Association Office and Facility Manager Office.
13. Ground level of podium connecting WINGS with staircases ramp and common driveway area (excluding the sanctioned parking spaces).
14. Covered senior citizen sitting corner, open area board game space, Landscape Garden, Yoga Lawn, Grass Lawn with planter sitting, Hopscotch Zone, Children play Area, sitting area with Tree Plantation, Adda Zone, Flower Garden, Cantilever sitting area, Cricket Pitch, Reflexology Walkway located on the Ground Floor
15. Driveway and ramp area (excluding the sanctioned parking spaces).
16. First Floor level of podium connecting WINGS with lift lobbies, staircases, common passage, driveway area, ramp area(excluding the sanctioned parking spaces), Driver Sitting Area And Facility Manager Store Of The Complex.
17. Second- Floor level of podium connecting Wings with driveway and ramp area (excluding sanctioned parking spaces)
18. Second- Floor level of podium connecting Wings with lift lobby, staircases, ramp, common passage, driveway area and ramp area(excluding the sanctioned parking spaces).
19. Second- Floor level of podium connecting Wings with Terrace.
20. Babby Pool, Swimming Pool with Deck, Planter Bed, Air-conditioned Gym, Air- conditioned Community Hall, Meditation Zone, all located in Third Floor of WING-1
21. Covered seating area, Toddlers Indoor playroom, Common work station, all located in Third Floor of Wing-3
22. Home Theatre, Games Room, all located in Third Floor of Wing-2.

**Part – C: (Sampurna Shared Common Areas):**

**(SHARED COMMON AREAS, FACILITIES AND SERVICES FOR RESIDENTIAL ZONE AND COMMERCIAL ZONE)**

1. Main Entry and Exit to Sampurna
2. Guard goomty
3. Common Fire pump room and space thereat and its installation and Fire Fighting and protection equipment's - if any.
4. DG set space required for installing the same.

5. Water Treatment Plant and the space required for installing the same
6. Underground/Overhead tank for fire and domestic water.
7. L.T. Panel Room.
8. High Tension / L.T. Substation Room, Meter Rooms.
9. Transformer and the space required for installing the same.
10. Sewerage Treatment Plant and the space required for its installation.
11. Pump room and its installations
12. Solar Power Panel
13. Rainwater Harvesting
14. Underground water lines and its fittings
15. Electrical lights and its fittings
16. Fences, hedges, boundary wall and gate of Samapurna, driveways/spaces of the Larger Land as depicted in map/plan annexed hereto and marked as Annexure "VI".
17. Security and Housekeeping and electromechanical services.
18. Common area lighting
19. Maintenance of Landscaping area
20. CCTV and its installation
21. Such other equipment's, machinery or facilities as be required for the Complex.
22. Intercom and its equipment
23. Any other space as may be identified by the Developer in future

**SCHEDULE- G**  
**["Specifications, Amenities and Facilities"]**

**PART "A"**  
**["Specifications, Amenities and Facilities which are part of the Apartment"]**

<b>Balcony</b>	Vitrified tiles flooring with M.S. Railing
<b>Internal Walls</b>	RCC structural & non- structural walls, AAC Blocks Cement plastering overlaid with smooth, impervious plaster-of-paris.
<b>Doors</b>	Wooden Doors frames, Decorative laminated finish, main entrance flush door with lock & eye piece. Internal flush door with primer coating on both sides.
<b>Windows</b>	Sliding anodized aluminum window with glass panes.
<b>Flooring</b>	2'X 2' Vitrified tiles in living, dinning and in all bedrooms
<b>Kitchen</b>	No door in the Kitchen. Polished granite top platform with stainless steel sink, glazed tiles dado up to 2 feet height above the platform. Anti-skid tile flooring in the kitchen.
<b>Toilet</b>	Anti-skid tiles on the floor and glazed tiles on walls up to door height. Hot and cold-water points for shower area only. Western style white sanitary fittings of reputed make. Good quality C.P. fittings.
<b>Electricals</b>	<ol style="list-style-type: none"> <li>a) Copper concealed wiring of reputed make.</li> <li>b) Modular switches with MCB &amp; DB.</li> <li>c) AC Points: In all bedrooms, living-dining area</li> <li>d) Telephone point in living-dining</li> <li>e) TV cable point in master bedroom &amp; living dining.</li> <li>f) Geysers point in all bathrooms.</li> <li>g) Exhaust fan outlet in Kitchen &amp; all toilets</li> <li>h) Calling Bell point at main door</li> </ol>

**PART "B"**

**[“Specifications, Amenities and Facilities which are part of the Project”]**

<b>Structure &amp; Brick Work</b>	:	Earthquake resistant RCC framed construction. External & Internal Walls: ACC Block Cement plaster wall.
<b>Entry &amp; Exit Gate</b>	:	MS gate with Paint
<b>Lobby</b>	:	Ground Floor and Typical Floor Lobby Tiles finished
<b>Staircase</b>	:	Finished with good quality marble/kota stone and mild steel/brick railing.
<b>Lifts</b>	:	2 Nos. Passenger Lift and 1 No. Service Lift of repute make in each Wing. Lift Machine Room as per design.
<b>Parking Area</b>	:	Will have I.P.S. flooring under laid over flat brick soling. (VDF)
<b>Roof Treatment</b>	:	Plain cement concrete with necessary admixture.
<b>Water Tanks</b>	:	R.C.C. underground water reservoir for Fire and Domestic purpose. R.C.C. overhead tanks.
<b>Electrical room and fittings</b>	:	Electrical meter room for electricity meter and allied installations and electrical wiring and mains etc. for lightning of the common area.
<b>Telephone/Intercom</b>	:	Central distribution box at ground floor with a network of inbuilt telephone wiring to each Unit, connected with Guard Room/Goomty/Security Room.
<b>Painting And Finishing</b>	:	Outside face of external walls – Latest weatherproof non-fading exterior finish of the good quality. Internal face of the walls plasters of paris. Aluminum Window, Internal Doors/gates will be painted with two coats of enamel paints over two coats of primer
<b>Water Supply</b>	:	24-hour Water Supply arrangement through pipelines, installed through Municipality /borewell subject to approval from the Concerned Authority
<b>Water Filtration</b>	:	Water softener plant and its installation and the space required thereof
<b>Sewage treatment plant</b>	:	As per PCB norms.
<b>Power Supply</b>	:	Connection and installation of the distribution of electricity with the Power Supply agency and the main leading to the Flat
<b>Generator</b>	:	DG Set for common area power back, its installation and the space thereof.
<b>Fire Fighting</b>	:	Firefighting system installed as per WBFES guidelines and Fire refuge platforms
<b>Driveways</b>	:	Internal roadways and pathways of the said phase Internal driveway within the wing for the Multilevel Car Parking, if any
<b>Ramp to Podium</b>	:	Ingress and Egress of Car Parks from Ground floor to 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor of Standard Design
<b>Landscape and plantation</b>	:	As per the Architect Design
<b>Water Body</b>	:	As per applicable laws
<b>Solar Panel</b>	:	As per PCB Norms
<b>CCTV</b>	:	CCTV and its installation and the place thereof

**SCHEDULE- H  
(Common Expenses)**



1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the allottees in common with each other, main entrance and exit gates, landings and staircases of the Wings and enjoyed by the allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the premises so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines, equipment's and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipment's and accessories, CCTV, Security Systems, Deep Tube Well, the air-conditioned hall, culvert etc., if and as applicable) and also the costs of annual maintenance contracts, repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes, revenues and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the Wing and premises and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

**SCHEDULE- I**

**PART-I**

**(Total Price)**

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) which includes the price of the Apartment, other deposits, charges & GST for the Apartment and the Parking Space right to be paid by the Allottee to the Promoter in the manner as mentioned in Part-II below:

**PART-II**

**(Instalments / Payment Plan)**

The amount mentioned in **PART-I** of this **SCHEDULE-I** hereinabove shall be paid by the Allottee to the Promoter by cheques/Pay Orders/Demand Drafts drawn in the name of "**RITURAJ CONSTRUCTION LLP**" by online payment (as applicable) as follows:

1	Application Amount	1 Lakh + GST
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2	Booking Amount (Within 7 Days of Application)	[10% of total consideration (-) Application Money] + GST
3	Agreement Amount (Payable Within 30 days from the date of Application)	10% of total consideration + 50% Legal Fees + 50% Electricity & Generator Charges & 50% Amenities Charges + GST
4	On Completion of Piling of the block booked	10% of total consideration + GST
5	On Completion of 2 <sup>nd</sup> Floor Roof Casting of Block Booked	10% of total consideration + GST
6	On Completion of 6 <sup>th</sup> Floor Roof Casting of Block Booked	7.5% of total consideration + GST
7	On Completion of 10 <sup>th</sup> Floor Roof Casting of Block Booked	7.5% of total consideration + GST
8	On Completion of 14 <sup>th</sup> Floor Roof Casting of Block Booked	7.5% of total consideration + GST
9	On Completion of Top Floor Roof Casting of Block Booked	10% of total consideration + 50% of Transformer & Generator charges + GST
10	On Commencement of Brick work of the respective flat booked	7.5% of total consideration + GST
11	On Commencement of Flooring of the respective flat booked	10% of total consideration + GST
12	On Possession	10% of Total Consideration + Rest of the Extra Charges + GST + Maintenance Deposit + Deposits for Rates & Taxes + Sinking Fund

**SCHEDULE-J  
(Sale Deeds)**

By the following 22 (twenty two) Sale Deeds all dated the 21 November 2014 and registered at the office of the ADSR, Sodepur, one R. K. Millen & Co.(India) Pvt. Ltd. sold transferred and conveyed to the Owners the ALL THAT piece and parcel of the land measuring 207 decimals comprised in R.S. Dag Nos. 1079(P), 1081, 1082, 1086, 1087, 1088, 1089, 1074 and 1075(P) at Mouza Agarpara, J. L. No.11, under Holding No. 80F, B.T. Road, in Ward No.6 of Panihati Municipality, Sub-Registration Office Sodepur, Police Station Khardah, District North 24-Parganas as under:-

SL NO.	OWNERS	Deed No.	Dag No.	Area (in decimals)
1	Alok Towers Private Limited	5509/2014	1074 1075	06 06
2	Dipankar Projects Private Limited	5498/2014	1075	12
3	Prashant Commodities Private Limited	5497/2014	1075	09
4	Devdan Projects Private Limited	5516/2014	1079	10
5	Identity Realty Developers Private Limited (now known as Identity Realty Developers LLP)	5504/2014	1079	10
6	Johri Towers Private Limited	5514/2014	1079	10
7	Navjot Properties Private Limited	5500/2014	1079	09
8	Basudev Builders Private Limited	5502/2014	1081	10
9	LandMark Medinova Private Limited (now known as Land Mark Medinova LLP)	5508/2014	1081	11.4
10	Veekay Apartments Private Limited	5510/2014	1081	10
11	Deepan Projects Private Limited	5499/2014	1081	10

SL NO.	OWNERS	Deed No.	Dag No.	Area (in decimals)
12	BFM Industries Limited	5501/2014	1081	10
13	Deeptiman Projects Private Limited	5505/2014	1081	10
14	Somani Estates Private Limited	5518/2014	1081	10
15	Satyen Properties Private Limited	5541/2014	1081	10
16	Samspa Expo Private Limited	5512/2014	1081	10
17	Puspakunj Estates Private Limited	5517/2014	1081	10
18	Devadatta Projects Private Limited	5513/2014	1081	2.6
19	Aatmaj Realtors Private Limited	5515/2014	1082	9.7
20	R. D. Devcon Private Limited	5507/2014	1082	9.3
21	Dinakar Projects Private Limited	5506/2014	1086	06
22	Modak Vyapaar Private Limited	5511/2014	1087	04
			1088	01
			1089	01
			<b>Total:</b>	207 decimals

**SCHEDULE-K  
(COMMON RULES AND RESTRICTIONS)**

As a matter of necessity, the ownership and enjoyment of the Units/apartments by Allottees shall be consistent with the rights and interest of all the other allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the allottees shall be bound and obliged:

- (a) to co-operate with the other co-buyers and co-occupiers of the Project, Interim body/Association, as the case may be, in the management and maintenance of the said Project Land and the common purposes.
- (b) to observe, fulfil and perform the rules, regulations and restrictions from time to time in force for the quiet and peaceful use, enjoyment and management of the said Project Land and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or Association, as the case may be.
- (c) to allow the Association and its authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Wings and the common purposes and to view and examine the state and condition thereof and make good all defects, decays and want of repair in their units within seven days of giving of a notice in writing by the Association thereabout and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- (d) to use their respective Units/apartments only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding and Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating and Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.
- (e) not to use the ultimate roof of the buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees.
- (f) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Residential Zone Land free from obstructions or encroachments and in

a clean and orderly manner and not to store or allow anyone to store any goods articles which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of common walls or floor or store such goods which are objected to by the concerned local or other authority or things therein or thereat or in any other common areas of the said Residential Zone Land or the apartment.

- (g) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Wings save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any allottee shall open out any additional window or any other apparatus protruding outside the exterior of his/her/its apartment.
- (h) not to do or permit to be done any act deed or thing which may render void or voidable any policy of insurance on any unit or any part of the said Residential Zone Land or may cause any increase in the premia payable in respect thereof.
- (i) not to alter the outer elevation of the buildings or any part thereof nor decorate the exterior of the buildings or the said Residential Zone Land otherwise than in the manner agreed by the Association in writing or in the manner as near as may be in which it was previously decorated.
- (j) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Wings nor allow or permit any other person to do so.
- (k) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Wings.
- (l) to keep their respective units and walls, sewers, drain pipes, cables, wires, entrance and main entrance serving any other Unit in the Wings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Wings and not to do or cause to be done anything in or around their respective units 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 their respective units. In particular and without prejudice to the generality to the foregoing, the allottees shall not make any form of alteration and/or shall not chisel or in any other manner cause damage in the beams and columns, walls, slabs or RCC, parris passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (m) Apartment/Unit : -
  - The Allottee is aware that the Apartment shall be given as per specifications as mentioned herein.
  - Cable/Wires: That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other co-Buyers and/or co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the respective wing or Project, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables

or pipes from, to or through any part or portion of the Project, the said Project Land/ Residential Zone Land and outside walls of the wing(s) save and except in the manner indicated by the Promoter or the Association, as the case may be.

- Connectivity: The Allottee agrees that the Promoter shall, provide connectivity of cable, telecom/high speed broadband/other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with any service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Wings or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated providers to all the Flat/Units.
  - Air condition and refrigerator: The Apartment will be provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units. That the Allottee shall not install any window air-conditioning units anywhere in the said Apartment and in such areas where air-conditioners are not installed by the Promoter and shall install air-conditioners only in designated areas as approved by Promoter.
- (n) Balcony: In case any Balcony, be attached to any apartment, then the same shall be a property/right (as applicable) appurtenant to such apartment and the right of use and enjoyment thereof shall always travel with such apartment and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such balcony independently (i.e. independent of the apartment owned by such Allottee);
  - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Balcony nor cover the same in any manner, including *Shamianas* etc.;
  - iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards; and
  - iv) The Allottee thereof shall not convert the same into a garden by adding weight thereto or by bringing in mud or soil or any other material or do any act deed or thing which could affect the structural stability of the building.
- (o) Car Parking Space: In the event any Allottee has been allotted any car Parking Space within the said Residential Zone Land, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own motor car within the allotted demarcated space and for no other purpose whatsoever and shall

not at any time claim ownership title interest or any other right over the same save the right to park motor car thereat;

- (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his apartment, to any person with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his apartment to any other allottee of apartment in the Wing and none else;
  - (i) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls/ barricades etc. of any nature whatsoever or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
  - (ii) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Residential Zone Land or any other portion of the said Residential Zone Land save at the allotted Parking Space;
  - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the parking spaces in the said wings and the said Residential Zone Land.
  - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
  - (v) The Allottee shall use the designated car wash areas earmarked for the same by the Promoter. Car wash services shall also be available on pay and use basis.
- p) not to carry on or cause to be carried on any obnoxious or injurious activities or noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units, the Parking space and the Common Areas.
  - q) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
  - r) not be entitled to nor permitted to make any structural changes/modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
  - s) not make construction of any nature whatsoever (be it temporary or permanent) in or about/above the balcony/terraces etc., nor cover the same in any manner, including shamianas etc.

- t) not to fix or install air conditioners in their respective apartments save and except at places where provision has been made by the Promoter for installation of the same. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective apartments.
- u) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and/or install any collapsible gate/grill outside the main door / entrance of the Apartment and also not to install any grill/ collapsible gate on the balcony or veranda and/or terrace and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat / apartment which in the opinion of the Promoter or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the buildings and/or detract from the uniformity and aesthetics of the exterior of the Apartment or aesthetic quality of the surroundings of the buildings and the Project.
- v) not to make in the apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.
- w) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said Project Land including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- x) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Kolkata Metropolitan Development Authority, WBSEB Ltd, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Project Land (as applicable) and to make such additions and alterations in or about or relating to their respective units and/or the buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter in any manner liable or responsible therefore and to pay all costs and expenses therefore wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Association and each of them saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.
- y) shall pay all the municipal taxes, rates, land tax (Khazna), levies, surcharge, deposits including security deposits, assessments, electricity charges, charges for enjoying and/or availing excess power (i.e. in excess of that allotted to their respective units by the Promoter at its discretion at the time of delivery of possession of their respective units in terms hereof), together with interest thereon and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the

Apartment on and from the Possession Date/Deemed Date of Possession. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment and/or Promoter and/or the Association, as the case may be. Further, on and from the Possession Date/Deemed Date of Possession, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof.

- (z) All penalty, surcharge, interest, costs, charges, and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).
- (aa) The Allottee hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances.
- (bb) The Allottee hereby also accepts not to change/alter/modify the name of the Project from that mentioned in this Agreement.
- (cc) The Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.
- (dd) The Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Apartment.
- (ee) The Allottee shall not misuse or permit to be misused the water supply to the Apartment.
- (ff) The Allottee hereby also accepts not to change/alter/modify the name of the Project from that mentioned in this Agreement.
- (gg) The Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter.
- (hh) The Allottee shall not install or keep or run any generator in the Apartment and the garage, if any.
- (ii) The Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders.
- (jj) The Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee.
- (kk) Lifts :- The building/Wing shall consist of two main lifts and one earmarked service lift.



- The service lift is for the use of the domestic help, servants, service providers/delivery boys and/or any other person rendering services of the same kind
  - The main lift is for the exclusive use of the residents and their guests and/or visitors.
  - The Allottees, their servants/domestic help shall not overload the service lifts and shall move goods only through the staircase of the Wings.

(II) The Allottee shall also be further liable to pay guarding charges @ Rs. 5,000/- (Rupees Five Thousand only) for each month or part thereof, together with applicable taxes thereon, if any, for the period commencing on and from the Deemed Date of Possession till the actual physical possession is taken by the Allottee.

Dated this      day of \_\_\_\_\_, 2023

**BETWEEN**

**ALOK TOWERS PRIVATE LIMITED& OTHERS  
... OWNERS**

**AND**

**RITURAJ CONSTRUCTION LLP  
... PROMOTER**

**AND**

\_\_\_\_\_ **... ALLOTTEES**

**AGREEMENT FOR SALE**