

[In accordance with Rule 9 of West Bengal Real Estate (Regulation and Development) Rules, 2021]

## **AGREEMENT FOR SALE (FORMAT)**

This Agreement for Sale ("Agreement") executed on this

\_\_\_\_\_ day of

\_\_\_\_\_ 2023

### **By and Between**

**"M/STIRUPATI DEVELOPER"** (PAN-AANFT6551C) (a Partnership Firm formed by virtue of Partnership deed executed on 26.03.2018, notarized on 09.04.2018; again executed & Notarized one Deed of Retirement on 25.01.2021 and further reconstructed on 13.07.2021), having its Head Office and Principal Place of business at Vinayak Residency, PO & P.S- Chinsurah, Dist - Hooghly. Pin-

712101, West Bengal, India, represented by its Partners (1) **SRIRAJENDRA**

**RAMPAL** (PAN-ACRPR5271P) (AADHAAR NO.

920067735827). Son of Late Babaram Rampal, aged about 58 Years, by Religion-

Hindu (Indian Citizen), by Occupation-Business, residing at Bhalobasha Apartment, Dutch Villa, Town Guard Road, P.O. & P.S. - Chinsurah, Dist. - Hooghly, Pin -

712101, West Bengal, India; (2) **SRI BISHWANATH DEY alias**

**BISHWANATH SUKUMAR DEY** (PAN-

AGTPD8596R) (AADHAAR NO. 409193087818),

son of Sri Sukumar Siddheshwar Dey. aged about 47 Years, by Religion-Hindu

(Indian Citizen), by Occupation-Business, residing at A/3, Nisigandh Co-Operative Housing Society, Dindayal Cross Road, behind Ganapati Mandir,

Vishnunagore, Kalyan, P.O & P.S- Dombivilli (West), Dist.-Thane, Pin -

421202, State-Maharashtra, India, hereinafter referred to as the "**OWNERS &**

**PROMOTER**" (which expression shall unless repugnant to the context or

meaning thereof be deemed to mean and include its successors-in-

interest, executors, administrators and permitted assignees, including those of the resp

ective partners).

**AND**

Mr. / Ms. \_\_\_\_\_ (Aadhar no. \_\_\_\_\_)  
\_\_\_\_\_ son/daughter  
of \_\_\_\_\_ aged about \_\_\_\_\_,  
residing at \_\_\_\_\_, (PAN  
\_\_\_\_\_). hereinafter called  
the "**ALLOTTEE** /  
**PURCHASER**" (which expression shall unless repugnant to the context or  
meaning thereof be deemed to mean and include his / her  
heirs, executors, administrators, successors-in-interest and permitted assignees).

**WHEREAS:**

1) That the owner cum promoter M/s Tirupati Developer is the sole and absolute owner of all that pieces and parcel of land altogether measuring 40 (Forty) Kathas 2 (Two) Chatak 16 (Sixteen) Sq. feet comprised in R.S. Plot Dag Nos. 615, 616, 617 & 618 corresponding to L.R. Plot Dag Nos. 1130, 1131, 1132 and 1133 and recorded its name under present in LR. Khatian No. 15947 in Mouza Chinsurah, J. L. No. 20, Police Station - Chinsurah, within the local limits of Hooghly - Chinsurah

Municipality under Ward No. 22 vide Municipal Holding No. 1145, in the locality of

M. G. Road, within the jurisdiction of Additional District Sub Registrar - Chinsurah, Pin - 712101, District -

Hooghly, West Bengal, in the following manner:-

- I) By dint of Sale Deed being deed No. 3958/2018 Book No. 1. Volume No. 603 pages 1136 to 1180, an area of 2 Katha 0 Chatak 0 Sq. feet land in RS Plot No 615, LR Plot No 1131 was purchased
- II) By dint of Sale Deed being deed No. 3959/2018 Book No. 1, Volume No. 603 pages 1455 to 1504, an area of 10 Katha 0 Chatak 0 Sq. feet land in RS Plot No 617, LR Plot No 1133 and an area of 0

Katha 10 Chatak 16 Sq. feet land in RS Plot No 618, LR Plot No 1132 were purchased

- III) By dint of Sale Deed being deed No. 3960/2018 Book No. 1, Volume No. 603 pages 1546 to 1593, an area of 13 Katha 14 Chatak 0 Sq. feet land in RS Plot No 615, LR Plot No 1131 was purchased
- IV) By dint of Sale Deed being deed No. 3961/2018 Book No. 1, Volume No. 603 pages 1505 to 1545 an area of 0 Katha 15 Chatak 0 Sq. feet land in RS Plot No 615, LR Plot No 1130 was purchased
- V) By dint of Sale Deed being deed No. 09/2019 Book No. 1, Volume No. 603 pages 2052 to 2101 an area of 4 Katha 4 Chatak 0 Sq. feet land in RS Plot No 616, LR Plot No 1130 and an area of 8 Katha 7 Chatak 0 Sq. feet land in RS Plot No 617, LR Plot No 1133 were purchased

All the aforesaid five deeds were registered in the Office of ADSR Hooghly at Chinsurah.

The land altogether measuring 40 (Forty) Kathas 2 (Two) Chatak 16 (Sixteen) Sq. feet is described hereunder in Schedule herein under appearing (hereinafter for the sake of brevity called and referred to as the "said land").

That Tirupati Developer has also acquired leasehold rights over the property having an area of 9 Katha 11 Chatak 38 Sq. feet land in RS Plot No 620, LR Plot No 1134 and in RS Plot No 619, LR Plot No 1142, in the nature of NALA, from the owner Hooghly Chinsurah Municipality, for the purpose of ingress and egress to the property referred herein above as "the said land", by dint of

lease Deed No. 655 OF 2021 Book No. 1. Volume No. 603 pages 15898 to 15931.

- 2) That the said Tirupati Developer has duly mutated its name in respect of the aforesaid pieces and parcels of land in the records of BL. & LRO Chinsurah, Hooghly during the course of LR. Khatian No: 15947, LR Dag No. 1130, 1131, 1132 and 1133 and is paying khajna / government levies thereof regularly as the recorded Raiyat.
- 3) That the said Tirupati Developer also recorded its name in respect of the aforesaid land in the assessment records of Hooghly-Chinsurah Municipality (the said Municipality) vide Assessment No. 2703301263711 and is paying municipal taxes thereof regularly as the recorded assessed under Ward No. 22 of the said Municipality.
- 4) That, for the conversion of the nature of land in LR Plot No 1130 and 1133, the previous owners of the properties, filed Conversion Case Nos. CN/2018/0601/576, CN/2018/0601/487, CN/2018/0601/575 before the Office of Sub-Divisional Land & Land Reforms Officer, Sadar, Hooghly and after proper enquiry and verification the necessary permission for conversion of existing nature of land w.r.t. L.R. Plot Dag Nos. 1130 and 1133 from "Sun a" and "Sali" to "Commercial Bastu" under section 4(C) of the West Bengal Land Reforms Act, 1955 was given by the appropriate authority.
- 5) That the said Tirupati Developer duly sanctioned a building plan under revised proposal for construction of B+G+11 storied residential cum commercial building vide Sanctioned Serial No

S/323 (2020-2021) dated 24.03.2021 from the office of Hooghly-Chinsurah Municipality (hereinafter for the sake of brevity called and referred to as the "said building plan") and are willing to initiate proceedings for construction after obtaining all necessary "no objections"/"clearances", from the respective competent authorities for such high-rise erections on the said land.

AND WHEREAS the owners cum promoter executed a deed of boundary declaration as per possession the land vide boundary declaration deed being no.0915/2022, volume No.603, pages 17723 to 17740.

A. The Said Land is earmarked for the purpose of building a (commercial/residential or mixed any other purpose) project, comprising B+G+11 multistoried apartment buildings and insert any other components of the Projects) and the said project shall be known as AZURE PROJECT ("Project");

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

B. 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 said land on which Project is to be constructed have been completed:

C The Hooghly Chinsurah Municipality has granted the commencement certificate to develop the Project vide approval dated .....bearing no.S/323,2020-2021

D. The Promoter has obtained the final layout plan approvals for the Project from Hooghly Chinsurah Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable,

E The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_; on \_\_\_\_\_ under registration

F. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_ on \_\_\_\_\_ floor in [tower/block/building] no ("Building") along with right to car park (A) four wheelers no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the Basement/Ground Floor \_\_\_\_\_ AND right to two wheelers park (B) two wheelers no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the Basement/Ground Floor \_\_\_\_\_ [Please insert the location of the right to car park (A) for four wheelers AND the right to two wheelers park (B) for two wheelers, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B),

G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:

H. 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.

I. 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,

J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment along with right to car park (A) for four wheeler AND the right to two wheeler park (B) for two wheeler (if applicable) as specified in paragraph F.

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

## **1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para F.

### **1.2 The total price (excluding) Goods and Service Tax for the Apartment**

**based on carpet area along with right to car park (A) for four wheeler AND the right to two wheeler park (B) for two wheeler is Rs (rupees .....only) (total price) the break up of the total price and other amount and applicable taxes is as follows:**

	Tower-.....	Rate of Apartment per square feet (as per Sl.No.2 of Part-I of Schedule C).
	Apartment No.....	Rs.....
	Type.....	
	Floor.....floor	
	Proportionate cost of common Area	No Separate Charges
	Preferential Location Charges	No Separate Charges
	Parking Cost	No Separate Charges/Not Applicable
a)	Total Price (in rupees) without Taxes ("Unit Price")	Rs.....
b)	Taxes (The Goods and Service Tax and any other applicable tax on the total price shall be payable by the allottee as per prevalent rates)	As per prescribed rates, currently being 1% (since all the area of the respective flats are below 60 Sq. Mtrs, amounting to Rs.....
c)	Other Costs (as per Clause-11.2.1 and subject to variation as per clause 11.2.3)	Rs.....
d)	Deposits (as per Clause-11.2.2 and subject to variation as per clause 11.2.3)	Rs.....
e)	Taxes (The Goods and Service Tax and any other applicable tax on the Other Costs and Deposits (if any) shall be	As per prescribed rates, currently being 18%, amounting to Rs.....



	payable by the Allottee as per prevalent rates)	
f)	Total Price and Taxes and Other Costs and Deposits	Rs.....

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price and Taxes and Other Costs above includes Taxes payable by the Allottee and also include Taxes (consisting of tax paid or payable by the Promoter by way of Goods And Service Tax, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Unit to the Allottee and/or date of sale deed in favour of the Allottee.  
 Provided that in case there is any change/modification in the Taxes payable by the Allottee, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change/modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 days of such written intimation. 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: 1) pro rate share in the Common Areas; and 2) cost for right to park four wheeler and two wheeler, if any, as provided in the Agreement. Further, the Other

Costs and Deposit mentioned in clause 1.2 (c) and 1.2 (d) does not include several amounts as mentioned in Clause 11.2.3 hereto and the same shall be payable by the Allottee additionally.

**1.3** The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase because 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 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.

**1.4** The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.

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

**1.6** 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 herein in Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, 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 make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provision of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the **Completion certificate** is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, 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. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement or if no rate is specified, then on prorata basis.

1.8 Subject to para 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 undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the

Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoters shall hand over the common areas to the association of all lottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, maintenance charges and include cost for providing all other facilities, amenities and specifications to be 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 apartment, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agreed that the Apartment along with the parking facility or right, if any, shall be treated as a single indivisible unit for all purposes and it is further agreed that the common areas and common two-wheeler parking space will remain indivisible and the same cannot be remarketed in any manner in future in respect of any Flat/Shop/Unit. Only the Flat owners will be entitled to keep their two-wheeler (One vehicle per Flat) in the said two-wheelers in the common parking. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other

project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 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.

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) including GST @ 1% as part booking amount being part payment towards the Total Price of the Apartment along with the right to car park (A) for four wheeler AND the right to two wheeler park (B) for two wheeler, 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 as may be demanded by the Promoter within the time and in the manners 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 of 1.5% per month. Further, GST @ 1% will also be imposed on the said amount of Interest payable by the Allottee.

## **2 MODE OF PAYMENT:**

2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/ bankers cheque or online payment (as applicable) in favour of "TIRUPATI DEVELOPER" payable at Chinsurah.

2.2 In case the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default thereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.

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

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

provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in 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 / remittance on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them 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 these 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 along with the right to car park (A) for four wheeler AND the right to two wheeler park

(B) for two wheeler to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed lay out plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with

this Agreement] 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 **Chinsurah Municipality** and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7 POSSESSION OF THE APARTMENT:**

**7.1 Schedule for possession of the said Apartment** – The Promoter agrees and understands that timely delivery of possession of the Apartment along with the right to car park (A) for four wheeler AND the right to two wheeler park (B) for two wheeler to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is 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 **end of ..... 202...., with a grace period of Six Months** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure condition 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 have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession**—The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Completion certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of Completion certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure or fulfillment of any of the provisions,

formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall handover the occupancy certificate of the plot, as the case may be, to the allottee at the time of conveyance of the same.

**7.3 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.

**7.4 Possession by the Allottee** - After obtaining the Completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the promoter shall handover the necessary documents 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 completion certificate.

**7.5 Cancellation by Allottee**–

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

Provided that where the Allottee proposes to cancel/withdraw from the

project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment and the Allottee shall not dispute or object to such forfeiture and/or hold the Promoter liable in any manner in respect thereof. The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee within 45 days of such cancellation. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the dates specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the

Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment along with the right to car park (A) for four wheeler AND the right to two wheeler park (B) for two wheeler, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit and the Parking Facility, if any.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;  
  
In case there are, any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land.
- (iv) There are no restraining orders passed by any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment

along with the right to car park (A) for four wheeler AND the right to two wheeler park (B) for two wheeler are valid and subsisting and have been obtained by following due process of law.

Further,

the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment along with the right to car park (A) for four wheeler AND the right to two wheeler park (B) for two wheeler and common areas;

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

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment along with the right to car park (A) for four wheeler AND the right to two wheeler park (B) for two wheeler which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment along with the right to car park (A) for four wheeler AND the right to two wheeler park (B) for two wheeler to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Apartment and the right to car park (A) for four wheeler AND the right to two wheeler park (B) for two wheeler to the Allottee and the

common areas to the association of all lottees or the competent authority, as the case may be;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment and the right to car park (A) for four wheeler AND the right to two wheeler park (B) for two wheeler, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of all lottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order,
- (xiii) Nonotification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events: (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the

project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which 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 developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment and Car Parking Space/Garage, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

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

Space/Garage, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

(i) In case the Allottee fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee to register the Conveyance Deed or in complying with any other condition mentioned in this Agreement despite receiving a prior 30 days written notice from the Promoter in respect thereof or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting the booking amount (which shall be a minimum of 10% of the Total Price) paid for the allotment and the interest, taxes, stamp duty, registration fees (if any), charges and other liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application form and this Agreement shall thereupon stand terminated.

9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Legal Fees/Charges, Taxes and/or stamp duty and registration charges incurred



by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

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

10.1 The Promoter, on receipt of Total Price of the Apartment and Car Parking Space/Garage as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment along with the right to car park (A) for four wheeler AND the right to two wheeler park (B) for two wheeler together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Completion certificate and the completion certificate,

as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate].

10.2 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 his/her favour until payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

11.1 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 or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be

payable by the Allottees separately in addition to the Total Price of the Designated Apartment.

**Clauses in relation to maintenance of Project, infrastructure and equipment:**

**11.2 Other Costs and Deposits:** The Allottee is since prior to allotment of the Apartment to him, aware of applicability of Other Costs and Deposits on the following heads to be payable by the Allottee in addition to the price for the same:-

**11.2.1 Additional Costs:** The following amounts (“**Additional Costs**”) which are all to be appropriated by the Promoter to its own account absolutely:-

- (a) Allottee’s fixed share of costs, charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station, LT Panel and its cabling for power connection in the Unit as well as the Common Areas amounting to Rs. .... (Rupees ..... Only) (With GST).

This one-time cost does not include (a) the recurring periodic or other electricity consumption charges and costs payable by the Allottee and/or (b) any security deposit payable to WBSEDCL or any other Electricity Provider and the same shall be separately payable by the Allottee as demanded by the Promoter/Association/Facility Manager. The Allottee shall have to directly apply for and pay all expenses and outgoings including any security deposit required for obtaining individual electric meters for the Said Unit

- (b) Allottee’s fixed share of costs, charges and expenses for generator and its cabling for providing backup power in respect of (i) certain amenities and facilities forming part of the Common Areas to the extent of Common Area Lighting and one lift line each Tower and (ii) allocating power for running the basic electric appliances like fan and light in the Unit, amounting to Rs. .... (Rupees ..... Only) (With GST). This one-time cost does not include the recurring periodic or other running, operational, maintenance, repair and

replacement charges payable by the Allottee in respect of generator.

(c) Legal costs and charges in respect of preparation and registration of this agreement and the Conveyance Deed to be executed in pursuance hereof amounting to Rs ..... (Rupees Only) (With GST).

(d) Advance Maintenance Charges for a fixed period of 24 months from the date of issuance of Occupancy Certificate in respect of the Building amounting to Rs. .... (Rupees ..... Only) (With GST)

11.2.2 **Deposit:** A security deposit (“**Deposit**”) calculated @ Rs. .... per Square feet of the Carpet Area of the Unit amounting to Rs. .... (Rupees Only) as security for payment of outgoing pertaining to the Designated Apartment payable by the Allottee from the liability commencement dates stipulated herein. This Security Deposit along with the security deposit that may be paid by the Allottee as per clause 11.2.3(e) hereto shall be transferred by the Promoter to the Maintenance In-charge (upon adjustment of arrears dues if left by the Allottee) upon completion of the Project or earlier if the Promoter so decides.

11.2.3 In connection with the Additional Costs and Deposit payable by the Allottee as aforesaid, it is agreed by and between the parties hereto as follows:-

(a) The amounts of Additional Costs and Deposit do not include the Goods & Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future thereon and such taxes shall be additionally payable at the applicable rates by the Allottee and shall be paid proportionately, if levied as a whole on the Building or the Project and wholly, if levied specifically on the Designated Apartment. The

Allottee further agrees that in case of any decrease/reduction in the applicable taxes the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever.

- (b) Stamp Duty and Registration Charges: The Allottee shall have to mandatorily pay the applicable amount for Stamp Duty and Registration Charges and all other applicable charges in respect of this agreement and any future contracts in pursuance hereof and also the Conveyance Deed to be executed in pursuance hereof.
- (c) Miscellaneous Registration Costs: In addition to the above, a fixed miscellaneous charge for each instance of registration of this Agreement, any other contract and Conveyance Deeds amounting to Rs. .... (Rupees Only) (with GST) shall be paid to the Promoter by the Allottee.
- (d) The amounts of Additional Costs do not include any fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees or any new levy or imposition in respect of transaction of sale and purchase of flats with or without parking facility and appurtenances, and if the same are made applicable or levied, the Allottee shall be liable to pay the same at the applicable rates and within the prescribed time therefor.
- (e) Proportionate share of the security deposit in respect of the electric meter/s for lighting and operation of the Common Areas.
- (f) None of the amounts of Additional Costs and Deposit bear any interest payable to Allottee nor are refundable except in the manner and to the extent applicable on termination of this agreement in terms hereof.

11.2.4 The payment of Other Costs and Deposits by the Allottee shall be as per the Payment Plan. If nothing is mentioned in the Payment Plan, the concerned amount

shall be paid by the Allottee to the Promoter within 15(fifteen) days of being demanded by the Promoter from the Allottee.

### **11.3 Maintenance In-charge:**

**11.3.1 Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 (“**Association**”) by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in information of Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

**11.3.2** The Promoter may, if it so considers proper, enable the merger of the multiple associations in respect of the Project and any other projects in the Future Phase Lands or any part thereof or a syndicate or organization of all the associations for dealing with the matters of common interest.

**11.3.3 Maintenance Agency:** The Promoter shall appoint one or more agencies or persons (“**Maintenance Agency**”) to look after the acts relating to the purposes of managing, maintaining, up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common (“**Common Purposes**”) on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs

for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

**11.3.4 Maintenance In-charge** : Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (“**Maintenance In-charge**”).

#### **11.4 Common Areas Related:**

11.4.1 The Buildings and the Project shall contain certain Common Areas as specified hereto which the Allottee shall have the right to use in common with the Owner, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. The Common Areas shall be for use and enjoyment of the allottees of the Project.

11.4.2 Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.

11.4.3 Upon construction of the Buildings at the Project Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

11.4.4 The Owner/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise require such a sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance

Deed in respect of the Unit in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour of the Allottee in trust and for the ultimate ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee.

## **11.5 Unit Related:**

**11.5.1 Fittings & Fixtures:** Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Unit including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-

out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Unit. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.

**11.5.2 Transfers by Allottee:** The Allottee may only after a period of 36 (Thirty six) months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @ 5% (Five percent) of the Total Price (excluding Other Costs and Deposits and Taxes) hereunder or at which the Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stand in the records of

the Promoter as the Buyer of the Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees (amounting to Rs.5000/- with applicable GST) and other outgoings as may be occasioned due to aforesaid nomination or transfers shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @5% (Five percent) mentioned in this clause in respect of the Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owner or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owner or the Promoter or to which the Owner or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owner and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of Thirty six months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

### **11.5.3 Area Calculations:**

- (a) **Carpet Area of Unit:** The carpet area for the Unit or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but include the area covered by internal partition walls of



the Unit.

- (b) **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- (c) **Double Height Balcony Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Allottee.
- (d) **Built-up Area:** The built-up area for the Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony. The built up area of the Double Height Balcony includes the Double Height Balcony Area including the thickness of the parapet walls thereof and one-half of partition walls.
- (e) **Unit Area for Common Area Maintenance ("CAM"):** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the chargeable area for maintenance shall be ..... Square feet more or less.
- (f) The Allottee shall apply for and obtain the individual electric meter from WBSEDCL within 1 (one) month from the date of receiving a written intimation from the Promoter as per clause 7.2 above.

**11.6 Housing Loan by Allottee:** In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance or avails of the benefits under Credit Linked Subsidy Scheme (CLSS) of the Pradhan Mantri Awas Yojana (PMAY) to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone. The eligibility and disbursement of any subsidy is solely at the discretion of the Nodal Agency appointed by Government of India for the same and the Promoter shall have no responsibility, liability or accountability, inter alia, in connection with the sanction and

disbursement of such benefit. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under 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 from such bank/financial institution.

### **11.7 Parking Facility Related:**

11.7.1 In addition to those contained in clause I above, it is clarified that the Project could also contain open spaces which are not forming part of the amenities and facilities and which could be used for parking. The Promoter hereby reserves right to allot parking rights in these parking areas exclusively to the allottees of Units in the Project who need the same and apply for the same within period as may be stipulated by the Promoter and the Promoter may give preference to those allottees who do not otherwise have parking space in the Project and against payment of the applicable parking cost therefor.

11.7.2 The Allottee shall not have any Parking Facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying with his obligations as provided in this agreement.

11.7.3 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.

11.7.4 Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking numbers shall be intimated to the Allottee upon such revision;

11.7.5 The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Parking Areas to any other Allottee nor to disturb the use of the allotted parking space by the concerned Allottee.

### **11.8 Overall Project Related:**

11.8.1 **Specifications:** The Promoter may use alternatives similar substitutes in respect of any item of the Specifications mentioned in **SCHEDULE E** hereto.

**11.8.2 Roof:** The Roof of the Buildings shall be part of the Common Areas.

**11.8.3 Temporary Electricity Connection related:** In case the Allottee fails to obtain electricity meter from WBSEDCL in respect of his Unit before the date of delivery of possession thereof to the Allottee and the Allottee requests for temporary connection, then the Promoter may, subject to availability, provide the same on the following conditions:

(a) The temporary connection shall not be for a period exceeding six months from the date of such connection or the date of the Allottee obtaining separate electric meter for his Unit from WBSEDCL, whichever bears earlier.

(b) The temporary connections shall be for power of not exceeding 1 (one) kva.

(c) The Allottee shall along with request for temporary electric connection be liable to pay to the Promoter (i) non-refundable installation charge of Rs. 1000/- and (ii) deposit of Rs.10,000/- (Rupees ten thousand) only in respect of his Unit. The said deposit of Rs.10,000/- shall be refunded to the Allottee after adjusting all his dues and interest/penal charges within 30 days of the Allottee obtaining the separate electric meter in respect of the Unit from WBSEDCL.

(d) In case the Allottee fails to make payment of the bills raised by the Promoter/Association/Facility Manager in respect of temporary connection in terms of clause 11.11(c) hereto within the due date thereof, the temporary connection may be disconnected till the payment of the dues along with interest @18% per annum or part thereof for the period of delay.

**11.8.4 Non Obstruction in Project:** The Allottee shall not in any manner cause any objection, obstruction, interference, impediment, hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.

**11.8.5 Commencement of power supply from Generator:** The power backup from the Common Generator in the Project shall be commenced only upon 50% percent of the Co-owners (other than the Owner or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Unit before the

said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

### **11.9 Future Expansion Related:**

11.9.1 The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project.

11.9.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.

11.9.3 The Allottee accepts and confirms that in case of integration of any part of any Future Phase Lands, the calculation of proportionate share shall vary but the Total Price or Taxes or Other Costs or Deposits payable by the Allottee hereunder shall not vary thereby.

**11.10 HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below (“**House Rules**”) which the Allottee shall be obliged and responsible to comply with strictly:-

11.10.1 to co-operate with the Maintenance In-charge in the management, maintenance, control and administration of the Project and the Premises and other Common Purposes.

11.10.2 to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.

- 11.10.3 Without prejudice to the generality of the foregoing, not to use the Unit or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 11.10.4 Not to put up or affix any nameplate or letter box or neon sign or sign board or other similar things or articles in the common areas or on the outside wall of the Unit or Building or anywhere in the Project **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Unit save that the Allottee shall have the right to install window/ split air-conditioners at the place/s provided therefor in the Unit.
- 11.10.5 Not to partition or sub-divide the Unit nor to commit or permit to be committed any form of alteration or changes in the Unit or in the beams, columns, pillars of the Buildings at the Project passing through the Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
- 11.10.6 not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11.10.7 not to install or keep or operate any generator in the Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Unit is situated or in any other common areas of the Buildings at the Project or the Project Lands save the battery operated inverter inside

the Unit.

- 11.10.8 not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 11.10.9 to maintain at his own costs, the Unit and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Panchayat Samiti, WBSEDCL Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 11.10.10 to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Project Co-Owners. The main electric meters shall be installed only at the common meter space in the Project. 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 and outside walls of the Building.
- 11.10.11 not to sub-divide the Unit and space for Parking Facility under any circumstances.
- 11.10.12 not use or permit to be used the Unit or the Common Areas or the Parking Facility, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the Project.

- 11.10.13 not carry on or cause to be carried on any obnoxious or injurious activity in or through the Unit, the Parking Facility, if any and the Common Areas.
- 11.10.14 not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipments save the usual home appliances.
- 11.10.15 to apply for and obtain at his own costs separate assessment and mutation of the Unit in the records of appropriate authority within 06 (six) months from the date of possession.
- 11.10.16 not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and window setc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.
- 11.10.17 not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 11.10.18 not to fix or install any antenna on the roof for any part thereof nor shall fix any window antenna.
- 11.10.19 the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) or at any Future Phase Lands or at the Land or Shared Facilities nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Parking Facility, the facility of such parking shall be subject to the following conditions:-

(a) The Allottee shall use only the space for Parking Facility identified for him

(b) The Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space (but not exceeding the size of 5 mtrs. x 2.5 mtrs. or 134.5 square feet more or less) and/or two wheeler (but not exceeding the size of 2.5 mtrs x 1 mtr or 26.91 square feet more or less), as the case may be. In case the area as mentioned in the stamp duty assessment slip is more than what is mentioned in this clause, the area mentioned in this clause shall prevail inasmuch as the same is the agreed usable area between the parties and the higher area mentioned in the stamp duty assessment slip is the requirement of the registering authority for the purpose of assessing

the stamp duty and registration fees.

(c) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.

(d) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.

(e) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Unit nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the Unit to any other Co-owner of the Project and none else.

(f) The Parking Facility does not confer any right of ownership of the space in which such parking facility is provided.

(g) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.

(h) In case the Allottee is provided facility of parking which is interdependent with any other parking facility in the whole complex or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owner of such facility or any other Co-owners in the Project.

11.10.20 In case the Allottee is granted the exclusive right to use any Double Height Balcony as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Double Height Balcony shall be subject to the following conditions:-

(a) to use the Double Height Balcony for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully



responsible for complete maintenance of the same at all times.

(b) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet.

(c) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;

(d) not to display any signboard, hoarding or advertisement etc. on the parapet wall of the Double Height Balcony or at any place in the said Double Height Balcony so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

(e) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Double Height Balcony nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Double Height Balcony or anywhere at the Project Land.

(f) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Double Height Balcony and/or the Buildings at the Project and/or the Project Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge.

(g) not to transfer or assign or part with their right of use of the Double Height Balcony or part with the possession of the said Double Height Balcony, independent of the Designated Apartment and vice versa.

(h) not to sub-divide the Double Height Balcony in any manner.

11.10.21 to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit at all reasonable times for construction and completion of the Buildings at the Project 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 the Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

11.10.22 to install fire-fighting and sensing system gadgets and equipment as required under law and sha

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hazards relating to fire.

11.10.23 to keep the Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Unit.

11.10.24 not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.

11.10.25 not to obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Unit and the Parking Facility, if any.

11.10.26 not to violate any of the rules and/or regulations laid down by the Maintenance In-charge for use of the Common Areas.

11.10.27 not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.

11.10.28 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 Buildings at the Project or may cause any increase in the premium payable in respect thereof.

11.10.29 not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Unit and any other Unit in or portion of the Project.

11.10.30 to use the Common Areas only to the extent required for ingress to and egress from the Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Owner and the Promoter and all other persons entitled thereto.

11.10.31 to use the Common Areas, and the Shared Facilities with due care and caution and not hold the Owner or the Promoter liable in any

manner for any accident or damage while enjoying the Common Areas, and/or the Shared Facilities by the Allottee or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas.

11.10.32 not to make any construction or addition or alteration or enclose any Common Areas, and/or the Shared Facilities nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

11.10.33 not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas, and the Shared Facilities mentioned therein and that to be subject to the terms and conditions and rules and regulations applicable thereto.

11.10.34 not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/liftroom/garden etc.

11.10.35 no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

11.10.36 keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.

11.10.37 not to change/alter/modify the names of the Project and/or any of the Buildings therein or at any Future Phase Lands from those mentioned in this Agreement.

11.10.38 The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Unit, the Parking Facility and the other components of the Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and

portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

**11.11 Taxes and Outgoings:** The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“**Taxes and Outgoings**”):-

(a) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Unit, Parking Facility and/or Designated Apartment directly to the Hooghly Chinsurah Municipality, BLLRO and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land.

(b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or any component thereof or the Building or the Project Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Apartment and proportionately in case the same relates to the Building or the Project Land or any part thereof.

(c) Electricity charges for electricity consumed in or relating to the Unit directly to the WBSEDCL in respect of the individual meter for the Unit. It is clarified that in case temporary electricity connection is provided by the Promoter to the Allottee in respect of the Unit, then the Allottee shall be liable to pay to the Promoter or person nominated by the Promoter, the electricity Charges for the electricity consumed or allocated (whichever be higher) for the said Unit at the rates which shall be charged by the WBSEDCL along with service charge equivalent to 20% of such electricity charges. Such electricity and related charges for the temporary electricity connection for the Unit shall be payable within 7 days of receiving the bills raised by the Promoter/its nominee in respect thereof.

(d) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for

the Apartment or any part thereof, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

(e) Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. (Rupees....) only per Square foot per month of the Unit Area for CAM mentioned in clause 11.5.3(e) above. The said minimum rates shall be subject to increases from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

(f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.

(g) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.

(h) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

11.11.1 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Unit Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

11.11.2 The maintenance charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Parking Spaces, Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement,

reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and/or MCP and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

11.11.3 The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.

11.11.4 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposit of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefit of use of the common facilities shall be suspended and the Maintenance-in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Allottee and his employees, guests, agents, tenants or licensees and/or the Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

11.11.5 The Allottee shall be and remain responsible for and to indemnify the Owner, the Promoter and the Association against all damages, costs, claims, demands and proceedings occasioned to the premises or any other part of the Buildings at 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 Owner and the Promoter against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Owner and/or the Promoter as a result of any act, omission or negligence of

the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance or non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

**11.11.6 Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Unit and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Unit on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the Apartment and remedies the concerned default and takes physical possession of the Unit, the Allottee shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs..... (Rupees ....) only per Square feet per month of the carpet area of the Unit towards withholding charges.

**11.11.7 Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate.

**11.11.8 Common Expenses ("Common Expenses")** shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas, the Shared Facilities and the parking spaces and for all other Common Purposes.

**11.12 Acknowledgments, Exceptions and Reservations:** The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause I above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of the rights and authorities envisaged under clause I above and/or the following rights and



authorities at any time and from time to time hereafter:-

11.12.1 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, facade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign board etc., (hereinafter referred to "as Project Branding") and the Allottee or the Associations shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the Promoter being erected on the roof and/or the parapet walls and/or the facade of the Project and also the boundary walls of the Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are reconstructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge.

11.12.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co owners (but with possibility of outsiders being also provided services therefrom by the owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipment and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other

part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owners/suppliers/provider then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-  
tantosubsidizemeettheCommonExpenses to that extent.

11.12.3 The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

11.12.4 **Receipts and TDS:** All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment. Any TDS under the Income Tax Laws, if deducted shall be deposited by the Allottee within time failing which the Allottee shall not only be liable for the consequences under the applicable tax laws, but also be defaulter in such payment to the Promoter hereunder and for all consequential losses to the Promoter and pay to the Promoter interest @18% per annum thereon. The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owners shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Costs and Deposits from the Allottee. The Allottee has satisfied himself about all such rights of the Promoter.

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 obligation 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, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within

such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

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

**15. USAGE:** Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the AZURE, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements 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. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the right to park four wheeler and two wheeler, 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/ Car Parking Space and keep the Apartment and car parking space, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building 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 Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Parties are entering into this Agreement for the allotment of a 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 after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(is) and disclosed, except for as provided in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and Car Parking Space/Garage 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 (OF THE RELEVANT STATE):** The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the WEST BENGAL APARTMENT OWNERSHIP ACT.

**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 Additional District Sub-Registrar Chinsurah 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 Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee

in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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

23. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE 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:**

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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 others such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be



mutually agreed between the Promoter and the Allottee, in Chinsurah 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 District Sub-Registrar at Chinsurah. Hence this Agreement shall be deemed to have been executed at Chinsurah.

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:

1 (Name of Allottee)

2 (Name of Allottee)

Residing at ..... (Allottee Address) AND

**"M/STIRUPATI DEVELOPER"** (PAN-AANFT6551C) (a Partnership Firm)

, having its Head Office and Principal Place of business at Vinayak Residency, PO & P.S- Chinsurah, Dist. Hooghly. Pin- 712101, West Bengal, India, 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 arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable

awsofIndiaforthetimebeingin force.

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

**34. DECLARATION:**

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

**35. SAVINGS:** Any application letter, allotment letter, agreement, or any other documents signed by the allottee, in respect of the apartment, plot or building, as

the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, 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.

36. IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Chinsurah 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).

(1) Signature

(2) Name

(3) Address

(4) Signature

(5) Name

(6) Address

Promoter:

(1) Signature(AuthorisedSignatory)

(2) Name **SRIRAJENDRARAMPAL**

(3) Address Bhalobasha Apartment, Dutch Villa, Town Guard Road, P.O. & P.S  
.Chinsurah, Dist. Hooghly, Pin No. 712101, West Bengal, India.

(4) Name **SRIBISHWANATHDEY@BISHWANATHSUKUMARDE  
Y**

(5) Address A/3, Nisigandh Co-Operative Housing Society, Dindayal Cross  
Road, behind Ganapati Mandir, Vishnunagore, Kalyan, P.O & P.S-  
Dombivilli(W), Dist.-Thane, Pin No. 421202, State-Maharashtra, India

Please affix photograph and sign across the photograph Please affix photograph  
and sign across the photograph Please affix photograph  
and sign across the photograph at on in the presence of:

WITNESSES:

1. Signature Name Address

## 2. Signature

Name

Address SCHEDULE 'A' –

LANDSCHEDULE ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

District: Hooghly, District Sub-Registry Office: Hooghly, A.D.S.R. Office & P.S. & Mouza: Chinsurah, J.L.No.20, Sheet No.:-

1. ALL THAT piece and parcel of Bastu Land admeasuring and aggregate area of 2 (Two) Cottah 0 (Zero) Chatak 0 (Zero) Sq. ft. in RS Plot No. 615, corresponding to L.R. Plot No. 1131 (Eleven hundred Thirty One),

which is butted and bounded by

North –

South –

East –

West-

2. ALL THAT piece and parcel of Bastu Land admeasuring and aggregate area of 10 (Ten) Cottah 0 (Zero) Chatak 0 (Zero) Sq. ft. in RS Plot No. 617, corresponding to L.R. Plot No. 1133 (Eleven hundred Thirty Three),

which is butted and bounded by

North –

South –

East –

West-

AND ALL THAT piece and parcel of Bastu Land admeasuring and aggregate area of 0 (Zero) Cottah 10 (Ten) Chatak 16 (Sixteen) Sq. ft.in RS Plot No. 618 , corresponding to L.R. Plot No.1132 (ElevenhundredThirty Two),  
whichisbuttedandboundedby

North –

South –

East –

West-

3. ALLTHATpieceandparcelofBastuLandadmeasuringandaggregate area of 13 (Thirteen) Cottah 14 (Fourteen) Chatak 0 (Zero)Sq.ft.inRSPlotNo.615,correspondingtoL.R.PlotNo.1131(Eleven hundredThirty One),  
whichisbuttedandboundedby

North –

South –

East –

West-

4. ALLTHATpieceandparcelofBastuLandadmeasuringandaggregate area of 0 (Thirteen) Cottah 15 (Fifteen) Chatak 0 (Zero) Sq.ft. in RS Plot No. 615 , corresponding to L.R. Plot No.1130 (ElevenhundredThirty),  
whichisbuttedandboundedby

North –

South –

East –

West-

5. ALLTHATpieceandparcelofBastuLandadmeasuringandaggregateareaof4(Four)Cottah4(Four)Chatak0(Zero)Sq.ft.in

RSPlotNo.616,correspondingtoL.R.PlotNo.1130(ElevenhundredT  
hirty ),

whichisbuttedandboundedby

North –

South –

East –

West-

AND ALL THAT piece and parcel of Bastu Land admeasuring  
andaggregate area of 8 (Eight) Cottah 7 (Seven) Chatak 0 (Zero) Sq.  
ft.

inRSPlotNo.617,correspondingtoL.R.PlotNo.1133(ElevenhundredThir  
ty Three),

whichisbuttedandboundedby

North –

South –

East –

West-

Total measuring 40 (Forty) Kathas 2 (Two) Chatak 16 (Sixteen)  
SqfeetcomprisedinR.S.PlotDagNos.615,616,617&.618

corresponding to L.R. Plot Dag Nos 1130, 1131, 1132 and 1133  
andrecorded its name under present in LR. Khatian No. 15947 in  
MouzaChinsurah,J.L.No.20,PoliceStation-

Chinsurah,withinthelocallimits of Hooghly-Chinsurah Municipality  
under Ward No. 22 videMunicipal Holding No. 1145,in the locality of  
M.G. Road, withinthe jurisdiction of Additional District Sub  
Registrar-Chinsurah, PinCode712101.District-Hooghly,West Bengal.

**SCHEDULE'B'-FLOORPLANOFTHEAPARTMENT**

.....Flathavingcarpetareaof.....sq.ft.inthe .....Floor  
of..... buildingconstructeduponAschedulePlot

**BUTTEDANDBOUNDED BY:**

North:

South:

East:

West:

A) Right to park four wheeler in the basement having covered  
areaof ..... Sq. ft. marked and identified as ..... having  
thefollowingboundaries:-

**BUTTEDANDBOUNDED BY:**

North:

South:

East:

West:

B) Right to park two wheeler in the basement having coveredareaof  
..... Sq. ft. marked and identified as ..... having  
thefollowingboundaries:-

**BUTTEDANDBOUNDED BY:**

North

:South

:East:



West:

SCHEDULE 'C' -PAYMENT PLAN

<b>Payment Schedule – THE AZURE</b>	
Application Amount	51000+GST
Agreement Amount within 7 days	10% of Consideration (including Initial Application Amount)+GST
Within 30 days from Agreement	10% of Consideration+GST
On Completion of:	
Piling	7% of Consideration+GST
Basement Roof Casting	7% of Consideration+GST
Ground Floor Roof Casting	7% of Consideration+GST
2 <sup>nd</sup> Floor Roof Casting	7% of Consideration+GST
5 <sup>th</sup> Floor Roof Casting	7% of Consideration+GST
8 <sup>th</sup> Floor Roof Casting	7% of Consideration+GST
11 <sup>th</sup> Floor Roof Casting	7% of Consideration+GST
Flooring of the respective floor	7% of Consideration+GST
Brickwork of the respective floor	7% of Consideration+GST
Bathroom Fittings	7% of Consideration+GST
Possession	10% of Consideration+GST

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES,  
FACILITIES (WHICH ARE PART OF THE  
APARTMENT)

Structure: RCC Frame

Walls:

Internal: All internal walls of 125 mm thick red brick finished with reputed brand putty,

External: All walls of 200 mm thick red brick finished with Weatherproof exterior finishing paint of reputed brand.

Flooring: Vitrified tiles flooring in bedroom, living room and balcony, Toilet and Kitchen – Tiles.

Electricals: Concealed ISI copper conductor flexible wire and modular switches of reputed brand. Internet point in Living room. Geysers, microoven, aquaguard connecting provision. Generator connecting power backup provision.

Kitchen: Cooking Platform with Black Stone structure, granite top table, Stainless Steel sink, reputed brand glazed tiling up to 3'-0 inch height from cooking table.

Toilets: Marble floor, Wall tiles up to door height of reputed brand. CP bath fitting of ISI standard, reputed brand. Sanitary fittings of ISI standard, reputed brand, all white.

Doors: Salwood door frame with flush door shutters finished with C.P. teak laminated board, duly polished one side. Wooden paneled polished main door. PVC door at Toilet/WC. Windows: Aluminum sliding/casement windows with smoke glass shutters.

**SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

Lift: Lift premium quality

Water supply: 24 hrs. Water supply through overhead tank for sufficient storage & supply. Community Hall: First Floor Community Hall.

Security: 24 hrs. High security. Rain water harvesting Concrete roads and pathways, LED Street lights. Well electrification, two lifts in the block 2, One Lift in block 1 with power backup. Well-equipped CCTV camera

Entry/Exit: Internal

Driveway

Commercial Front

Plaza Swimming Pool

Zone Kids Pool Zone Wood

den Deck

Green Area

Sitting Zone with

Pergola Roof Top Sitting

Zone Terrace Pathway

Senior Citizen

Area Kids Play

Area Peripheral

Green Drop of

Area Community

Hall Library

Gym/GamesRoom