

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed day 2024

By and Between

- (i) **SAC FINANCE COMPANY PVT. LTD, (PAN AAEC6641N)** a company registered under Companies Act, having its registered office at 11, Crooked Lane, Kolkata, P.O. Esplanade, P.S. Hare Street, Pincode 700069, represented by its authorized signatory **Mr. Sanjay Kumar Ganeriwal, (PAN No.ADMPG3998A), (Aadhar No.2835 3649 1096), (mobile no.9831047505)**, son of Late Girdhari Lal Ganeriwal, by Nationality – Indian, by faith – Hindu, by occupation – Service, 493/C/A, G. T. Road (S), P.O. & P.S. Shibpur, Howrah – 711102,hereinafter referred to as the **“OWNER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors-in-interest/office and permitted assigns).
- (ii) **MOONRAKER CONSTRUCTION PVT. LTD. (PAN- AABCM9001H)**, a company incorporated under the provisions of the Companies Act, having its registered office at 11, Crooked Lane, Kolkata, P.O. Esplanade, P.S. Hare Street, Pincode 700069,, represented by its authorized signatory **,Mr. Sanjay Kumar Ganeriwal, (PAN No.ADMPG3998A), (Aadhar No.2835 3649 1096), (mobile no.9831047505)**, son of Late Girdhari Lal Ganeriwal, by Nationality – Indian, by faith – Hindu, by occupation – Service, 493/C/A, G. T. Road (S), P.O. & P.S. Shibpur, Howrah – 711102,hereinafter referred to as the **“DEVELOPER”**(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors-in-interest/office and permitted assigns)
- (The **“Owner”** and **“Developer”** shall hereinafter, collectively, be referred to as the **“Promoters”**)

And

1.Mr.....(Contact no.-)(Aadhar no-.....) (PAN-),son of.....**2.Mr.....(Contact no.-.....) (Aadhar no-.....)(PAN-.....)**presently residing at.....the **“ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee’s heirs, executors, administrators, successors-in-interest and permitted assigns). (The **“Owner”**, **“Developer”** and **“Allottee”** shall hereinafter, collectively, be referred to as the **“Parties”** and individually as a **“Party”**)

DEFINITIONS:

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

- (a) **“Rules”** means the West Bengal Real Estate Regulatory Authority (WB RERA);
- (b) **“Regulations”** means the West Bengal Real Estate Regulatory Authority (WB RERA);

WHEREAS:

- A. The Owner is seized and possessed of and is the absolute owner of **ALL THAT** Piece and Parcel of Land measuring (as per the Deed of Conveyance dated 30.08.1985) 1Bigha, 5cottahs, 8Chittacks and 40sqft = 25Cottahs, 8Chittacks and 40sqft = 1709Sqmt more or less at Premises No. 109, Netaji Subhas Chandra Bose Road, Kolkata – 700040, Post Office & Police Station: Regent Park, Ward No. 97, Borough X, within the limits of Kolkata Municipal Corporation and which the Owner had acquired as stated hereunder.

- B. By virtue of a Deed of Conveyance dated 30.08.1985 registered at ADSR-1 in Book no. 1 Volume no. 6, Pages 78 to 89, being no.12764 for the year1985 the aforesaid Duncan International (India) Limited transferred its absolute Right Title and Interest in respect of (2) Two Storied Brick built massage lands hereditaments and Premises with servant quarters and garages together with the Piece and Parcel of Rent Redeemed Land admeasuring an area more or less 1Bigha, 5cottahs, 8Chittacks and 40sqft lying and situated No. 109, Netaji Subhas Chandra Bose Road, Kolkata – 700040 unto and in favour of Sac Finance Private Limited.
- C. By virtue of the aforesaid Deed, the Sac Finance Company Private Limited, became the absolute owner of Piece and Parcel of Land admeasuring an area more or less 1Bigha, 5cottahs, 8Chittacks and 40sqft i.e. = 25Cottahs, 8Chittacks and 40sqft = 1709Sqmt more or less at Premises No. 109, Netaji Subhas Chandra Bose Road, Kolkata – 700040, Post Office & Police Station: Regent Park, Ward No. 97, Borough X, within the limits of Kolkata Municipal Corporation.
- D. By virtue of the KMC Survey (as per the Site) the said Finance Company Private Limited, became the absolute owner of Piece and Parcel of Land admeasuring an area more or less 23 katha, 2 chittak, 21.86 = 1548.87sqmt at Premises No. 109, Netaji Subhas Chandra Bose Road, Kolkata – 700040, Post Office & Police Station: Regent Park, Ward No. 97, Borough X, within the limits of Kolkata Municipal Corporation.
- E. The said Sac Finance Company Private Limited being the absolute owner have duly mutated its names being Assessee no. 210971201587 in respect of Municipal premises no. 109, Netaji Subhas Chandra Bose Road.
- F. The said Sac Finance Company Private Limited being the absolute owner of the Land morefully and particularly described in the Schedule hereunder written (the “**PROPERTY**”). more fully described in the **FIRST SCHEDULE** hereto (the “**SAID LAND**”).
- G. The Owner had desired to and accordingly earmarked the Said Land for the purpose of building a project “**VISHNUPRIYA**” comprising of residential Said Units and also other spaces and common areas (the “**PROJECT**”).
- H. The Owner has entered into an agreement dated the **20th September, 2023**, with the Developer for construction and development of the Project on the Said Land (the “**DEVELOPMENT AGREEMENT**”) registered at Additional Registrar Assurance –IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages from 76003 to 763082 Being No. 190413578 for the year 2023.
- I. The Developer has made a scheme of constructing and developing the Project for construction of residential capable of independent use and also the common areas for convenience and beneficial use of all the occupiers of the Project.
- J. The common areas of the Project, inter alia, will have amenities and facilities, which are situated within the Project to be built on the Said Land, all of which, however, (irrespective of the location thereof in which they will be constructed) are/would be earmarked and/or meant / to be meant to be used in common by all the occupants of the Project, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project on Land and/or the Said Land, as the case may be. The details of the common areas available for use in common by all the occupants of the Project are given in the **SECOND SCHEDULE** hereunder written (collectively the “**COMMON AREAS**”).

- K. The Developer has christened the Project to be known as “**VISHNU PRIYA**”.
- L. The Promoters, at the first instance, demarcated a portion of the Said Land morefully described in the **FIRST SCHEDULE** and intends to build and/or construct, the Project, “**VISHNU PRIYA**” containing 28 number of flats in 1 nos. of buildings divided in to units (A, B, C)
- M. The Promoters caused a plan prepared by its architects for construction of several buildings and got the said plan sanctioned from Kolkata Municipal Corporation in short (KMC) vide building plan no. 2023100237 dated 22/02/2024 (the “**SAID PLAN**”) and, inter alia, in the Project shall take up construction and development of buildings with provisions for amenities and facilities to be used in common by the occupants of that the Project, in due course.
- N. The Promoters has registered the Project under the provisions of the West Bengal Real Estate Regulatory Authority (WB RERA) at Kolkata on the day of 2024, under registration no.
- O. The allottee has applied for allotment of the Said unit in the Project under development vide application No.and letter datedand has been allotted said unit No. having Chargable area of square feet, more or less, on thefloor in the building Block no. [.....] (the “**BUILDING**”) within the Project named “**VISHNU PRIYA**” along with balcony/Verandah admeasuring approximatelysquare feet, as permissible under applicable law andof/together with pro rata share in the Common Areas of the Project, which Common Areas is defined in the **SECOND SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project. (morefully described in the **THIRD SCHEDULE** hereunder written and collectively the “**SAID UNIT**”) and a floor plan showing the Said Unit in “**RED**” border thereon is annexed hereto and marked as “**ANNEXURE-A**”.
- P. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein.
- Q. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- R. The Allottee has been made aware and has unconditionally agreed that the occupants of Said Units in the Project shall also have complete and unhindered access to all Common Areas, as morefully described in the**SECOND SCHEDULE** hereunder written as also to all amenities and facilities of the Project which are meant or allowed by the Promoters for use and enjoyment by other parties, as the case may be.
- S. 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;
- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the said Said Unit, as specified in (ThirdSchedule) above in the manner mentioned below:

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 Promoters agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Unit as more fully described in the **THIRD SCHEDULE** herein below.
- 1.2 The Total Price for the Said Unit based on carpet area of sq. ft., balcony/varandah area of sq. ft., aggregating to a chargeable area of sq. ft.is **Rs**approx.excluding GST and extra charges as per the details given in Part-I of the **FOURTH SCHEDULE**” hereunder written (the **"TOTAL PRICE"**)
- 1.3 The Total Price has been arrived at in the following manner:

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In Rs. INR)
A.	Flat/Unit Price: Flat/Unit no. Block no., Floor a) Cost of Said Unit Flat /unit b) Cost is Inclusive balcony or verandah areas c) Cost is Inclusive PLC and Floor escalation. <hr/> Less : Discount Given . <hr/>	Rs.....
	Sub-Total		Rs.
	d) Car Parking Space <hr/> Rupees <hr/> Sub-Total	Rs.....	
B.	Other Charges: (if required) (a) Allottee’s Contribution for Sinking Fund @ Rs. 10/- per sq. ft. (b) Legal/documentation Charges per Said Unit Flat/Unit.(for 3 BHK is Rs 40,000/- and for 4 BHK is Rs 50,000/- Documentation charges exclude registration/Registrar’s commissioning charges, stamp duty, Misc. Exp.and registration fees,	(a) ----- (b)	

	payable extra by the Allottee on actuals	(c)
	(e) Transformer Charges on Actual/Estimated	(d)
	(f) Generator Charges on Actual/Estimated	(e)
	(g) Water Treatment Plant Charges on Actual/Estimated	(f)
	(h) Towards Deposit for Corporation rate taxes and other taxes @Rs.10 per sqft.	(g)
	(I) Interest Free advance towards maintenance charges of the CommonAreasfor 12 months @ Rs 2/- per Sq. ft. ofthe chargeable area of Flat/Unit allotted to the Allottee to be paid as per notice of possession.	(h)
	Sub-Total	
C	GST (Goods and Service Tax) (Flat + Parking)
	GST Extra/Others charges.
	Total Price (A + B + C)

1.3.1 In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoters as per payment schedule:

- (a) Cost of Electric Meter/ Transformer
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Said Unit/Flat/Unit's mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actuals; and
- (e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required; and;
- (f) Corporation Tax / Municipality Tax.
- (g) Cost of Generator

1.3.2 The Interest Free advance towards Common Area maintenance charges has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.

- 1.3.3** The above-mentioned advance Common Area maintenance charges and deposit towards Sinking Fund may, if so decided, be taken by the Promoters in the name of such body as may be so constituted by the Promoters.
- 1.3.4** The Total Price is subject to the following explanations:
- (i) The Total Price above includes the total booking amount paid/ to be paid by the Allottee to the Developer towards the Said Unit which booking amount shall be and shall always be deemed to be equivalent to 10% (ten Percent) of the Total Price of the Said Unit or a sum of **Rs** (RupeesOnly), plus GST whichever is higher.
 - (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoters, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters, by whatever name called) up to the date of handing over the possession of the Said Unit to the Allottee. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoters shall be increased/reduced based on such change / modification as deemed by Promoter. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project, as per registration with the authority, which shall include the extension of registration, if any, granted to the said the Project by the authority as per the Act, the same shall not be charged from the Allottee.
 - (iii) The Developer shall periodically intimate in writing to the Allottee, the amount/instalments payable as stated in the **FOURTH SCHEDULE** hereunder written (the "**MANNER OF PAYMENT**") and the Allottee shall make payment so demanded by the Developer within the time and in the manner specified therein. In this regard, it is agreed that in case of joint allottee, the payments made by the first allottee or the joint allottee, as the case may be, will be considered to be payments made equally by both of them and the first allottee or the joint allottee will not be entitled to claim disproportionate payments. In addition, the Developer shall, if required by the Allottee, 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 Said Unit includes recovery of price of the Project land, cost of construction of not only the Said Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Said Unit, lift, water line, exterior finishing with paint, tiles, doors, windows and plumbing, fire detection and fire-fighting equipment in the Common Areas, maintenance deposits and other charges as mentioned in Clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit of the Project and or the Project to the extent applicable.
- 1.4** The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges, if any, payable to the competent authority and/or any other increase, if any, in charges which may be levied or imposed by the competent authority, or change in GST structure percentage by government, if any, from time to time till such time the Project is completed. The Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall also enclose the relevant 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 (WB RERA) Authority, which shall include the extension of registration, if any, granted to the said the Project and/ or to the Project by the Authority, the same shall not be charged from the Allottee

- 1.5 The Allottee shall make the payment as per the payment plan as mentioned in this Agreement. as it is suitable to Allottee.
- 1.6 It is agreed that the Promoters shall not make any additions and alterations in the Said Unit and specifications and the nature of fixtures, fittings, amenities, facilities and facilities as described herein in the **FIFTH SCHEDULE** hereunder (which shall be in conformity with the advertisement/prospectus. Etc. on the basis of which sale if effected) in respect of the Said Unit without the previous written consent of the Allottees as per the provisions (WB RERA). Provided that the Promoters may make such minor additions and alterations or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act on chargeable basis.
- 1.7 The Promoters shall confirm to the Allottee the final carpet area of the Said Unit that has been allotted to the Allottee after the construction of the Project is complete and the occupancy certificate by the Architect (or such other certificate by whatever name called, issues by the competent authority) is granted by furnishing details of the changes, if any in the carpet area. The Total Price payable shall be recalculated upon confirmation by the Promoters. If there is reduction in the carpet area beyond 3% of what has been agreed to hereunder, then, the Developer shall refund the excess money paid by the Allottee, as applicable. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area of the Said Unit Flat/Unit, allotted to the Allottee, shall have to pay for the excess as applicable to the Developer as per the next milestone of the **Manner of Payment** as provide in the **FOURTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per sq. ft. as agreed in Para 1.2 of this Agreement.
- 1.8 Subject to Para 10.3 below the Promoters agrees and acknowledges, that the Allottee shall have the right to the Said Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Said Unit ;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the 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 allottees after duly obtaining the completion certificate by whatever name called, issued by the competent authority (for the entire Project) from the competent authority as provided in the Act;
 - (iii) The computation of the Total Price of the Said Unit includes recovery of price of land, construction of (not only the Said Unit but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Said Unit, lift, water line and plumbing, exterior finishing with paint, tiles, doors, windows, fire-detection and fire-fighting equipment in the Common Areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit of the Project and/or within the Project;

(iv) The Allottee has the right to visit the project site to access the extent of development of the Project and the Said Unit, as the case may be.

1.9 It is made clear by the Promoters and the Allottee agrees that the Said Unit along with any /covered parking/adjoining open parking/open space etc., if any, allotted to the Allottee and as mentioned in the **FIFTH SCHEDULE** hereto, shall remain a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project to be built on the Said Land. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoters agrees to pay all outgoings before transferring the physical possession of the Said Unit 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 or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan or other encumbrances if any and such other liabilities payable to competent authorities, banks and financial institutions, if any which are related to the Project). If the Promoters fails to pay all or any of the outgoings collected by it from the Allottees, the Promoters agrees to be liable, even after the transfer of the Said Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoters within the stipulated time as mentioned in the Manner of Payment mentioned in the **FOURTH SCHEDULE** hereto and shall also make the payment of "Extras and Deposits" also to Developer in the manner provided in this Agreement through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "**Moonraker Constructions (P) Ltd.**" payable at Federal Bank Kolkata.

3. COMPLIANCE OF LAW 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 there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters 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 Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee 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 Promoters accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoters 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 Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Unit applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE:

The Promoters shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Unit to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be. The Common Areas, amenities and facilities of the said Project, however, will be handed over only upon the completion of the entire Project in due course of time.

6 CONSTRUCTION OF THE SAID UNIT:

The Allottee has seen and accepted the proposed layout plan of the Said Unit being **Annexure - A** to this Agreement, the floor plan as also shown in **Annexure-A**, specifications, amenities and facilities of the Said Unit to be provided within the Project, as mentioned in the **SIXTH SCHEDULE** hereto and have accepted the same which has been approved by the competent authority, as represented by the Promoters. The Promoters shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities on its own account and also on account of the Promoters as agreed in the Said Agreement. Subject to the terms of this Agreement, the Promoters 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 authority 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 Promoters shall constitute a material breach of the Agreement

7 POSSESSION OF THE SAID UNIT:

7.1 Schedule for possession of the Said Unit - The Promoters agrees and understands that timely delivery of possession of the Said Unit to the Allottee and the Common Areas to the association of allottees is the essence of the Agreement. The Promoters assures to hand over possession of the Said Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on the expiry of **March, 2028** within a grace period of **6 (six)** months from that date, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or order, rule notification of the Government and/or other public or

competent authority/court and/or problem affecting the regular development of the Project (the "**FORCE MAJEURE**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoters shall be entitled to extension of time for delivery of possession of the Said Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee the entire amount from the date of allotment within 90 days from that date. The Promoters 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 the Allottee shall not have any rights, claims etc. against the Promoters (and/or the other two Promoters) and that the Promoters (as also the other two Promoters) shall be released and discharged from all its obligations and liabilities under this Agreement.

7.1.1 Additionally, the Promoters shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Promoters to be performed and observed if prevented by war, flood, drought, fire, cyclone, earthquake or any other calamity or order, rule notification of the Government and/or other public or competent authority/court and/or problem affecting the regular development of the Project (the "**FORCE MAJEURE**").

7.2 **Procedure for taking possession** - The Promoters, shall offer in writing the possession of the Said Unit, to the Allottee in terms of this Agreement to be taken within 1 (one) month from the date of the notice. (the "**NOTICE OF POSSESSION**") (subject however to the Allottee making all payments as mentioned in the **FOURTH SCHEDULE** hereto and giving an indemnity to the Promoters that he shall execute the conveyance deed within three (3) months from the date of taking possession of the Said Unit in terms of the Notice Of Possession. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoters, provided the Allottee is not in default. The Allottee, after taking possession or expiry of due date of notice for possession, agree(s) to pay the maintenance charges as determined by the Promoters/association of allottees, as the case may be, after the Promoters giving the Notice of Possession to the Allottee.

7.3 **Failure of the Allottee to take Possession of Said Unit** - Upon receiving the Notice of Possession from the Promoters, the Allottee shall take possession of the Said Unit from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Unit 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 in the manner provided in this Agreement.

7.4 **Possession by the Allottee:** After obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority and/or persons so designated) and handing over physical possession of the Said Unit to the Allottees, it shall be the responsibility of the Promoters to handover the necessary documents and plans, including Common Areas of the Project to the association of allottees as per the local laws after the completion of the Project.

7.5 **Cancellation by Allottee–**

7.5.1 The Allottee shall have the right to cancel/withdraw his/ her/ itslotment 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 Promoters, the Promoters herein shall be entitled to forfeit the booking amount paid for the allotment which booking amount shall be and shall always be deemed to be equivalent to 10% (ten Percent) of the Total Price of the Said Unit or a sum of **Rs5,00,000/-** (Rupees Five Lacs Only) plus GST whichever is higher. The balance amount of money paid by the Allottee shall be returned by the Promoters to the Allottee within 90 days of such cancellation. Such refund shall be made without any interest or compensation and all charges, expenses and GST and such other taxes that may be incurred by the Promoters in making such refund shall be borne by the Allottee. Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoters shall have the right to re-allot the Said Unit to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

7.6 Compensation – The Promoters shall compensate the Allottee in case of any loss caused to the Allottee due to defective title of the Said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act. Except for occurrence of a Force Majeure event, if the Promoters fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of this business as a Promoters on account of suspension or revocation of registration under the Act; or for any other reason; the Promoters shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Promoters in respect of the Said Unit including compensation in the manner as provided under the Act within ninety days of it becoming due.

8 REPRESENTATION AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Allottee as follows:

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

- (viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoters or earlier as may be so agreed, as the case may be, shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the Promoters collectively will hand over the possession and convey the Common Areas or undivided share thereof, as the case may be to the association of allottees.
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The Promoters have 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 of the Project to the competent authorities till the possession of the Said Unit or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **FIFTH SCHEDULE** hereto) has been handed over to the Allottee and/or the association of allottees, as the case may be.
- (xii) No adverse notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Promoters or any of them in respect of the Said Land and/or the Project.

9.EVENT OF DEFAULTS AND CONSEQUENCES:

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

9.2 The Promoters fails to provide ready to move in possession of the Said Unit to the Allottee within the time period specified in Para 8.9 or fails to complete 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 Said Unit 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.**

9.3 Discontinuance of the Promoters' business as a Promoters on account of suspension or revocation of registration under the provisions of the Act or the Rules or Regulations made there under.

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

- (i) Stop making further payments to the Promoters as demanded by the Promoters for the Said Unit and also for the Extras and Deposits. If the Allottee stops making payments, the Promoters shall correct the situation by restarting the construction work and only thereafter the Allottee shall be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Unit, also towards Extras and Deposits as prescribed in the Rules within forty-five days of receiving the termination notice:

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

- i. In case the Allottee fails to make payments for two consecutive demands made by the Promoters as per the Payment Plan as mentioned in the **FOURTH SCHEDULE** hereto or fails to make payment of Extras and Deposits in the manner provided in this Agreement, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoters on the unpaid amount respectively due @ bank lending rate plus 2% per annum.
- ii. In case of Default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoters may cancel the allotment of the Said Unit in favour of the Allottee and refund the money paid to the Promoters by the Allottee by deducting the booking amount as mentioned above and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoters shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.
- iii. The Allotees by signing this Agreement has consented and/or shall have **NO OBJECTION** if the Builder further undertakes the constructions irrespective of location within the said Project.

10. CONVEYANCE OF THE SAID UNIT:

The Promoters shall (after the Promoters receives the Total Price of the Said Unit and after the Promoters receive amounts due towards the Extras and Deposits as mentioned in the **FOURTH SCHEDULE** below from the Allottee), execute a conveyance deed and Promoters convey the title of the Said Unit to the Allottee along with the undivided proportionate title in the Common Areas to the Association. In case, however, the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoters to withhold registration of the conveyance deed in favor of the Allottee till payment of stamp duty and registration charges to the Promoters is made by the Allottee.

11. MAINTENANCE OF THE SAID UNIT/PROJECT:

The Promoters shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the completion certificate (or such other certificate, by whatever name called, issued by the competent authority and/or persons so designated) of the Project.

12.DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per this agreement for sale relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the Deemed Date of Possession or project completion date whichever is earlier, as mentioned herein above of the Said Unit to the Allottee, it shall be the duty of the Promoters to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoters' failure to rectify such defects within such time, the 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 is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency

appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

The Promoters/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas/covered parking and open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said Unit 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:

The service areas, if any, within the Project shall be earmarked for purposes as per the Plan sanctioned by the authorities. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as common, and the right to use spaces which shall be reserved either as Limited Common Area or otherwise for use by the Association of allottees formed by the Allottees or caused to be formed for the allottees for rendering maintenance services shall remain with the person/Association, as the case may be, for whom the Limited Common Area is earmarked.

16. COMPLIANCE WITH RESPECT TO THE SAID UNIT:

16.1 Subject to Para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Unit, or the staircases, lifts, common passages, corridors,

circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances there to or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building of the Project in which the Said Unit is situated is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that the Allottee 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Unit 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 Said Unit.

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

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

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

18. ADDITIONAL CONSTRUCTION

The Promoters undertakes that it has the 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(ies) and disclosed, except for as provided in this Act.

19. PROMOTERSS SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoters execute this Agreement the Promoters shall not mortgage or create a charge on the Said Unit and if any such mortgage or charge is already 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 the Said Unit.

20. APARTMENT OWNERSHIP ACT

The Promoters have assured the Allottee that of the Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Promoters has duly complied with and/or will comply with all such laws/regulations as applicable.

21. BINDING EFFECT:

Forwarding of this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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, (if so directed by Promoters) appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt of this Agreement (in duplicate) by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Unit of the Project, 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 Said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser(s) of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.

25. WAIVER NOT LIMITATION TO ENFORCE:

- a. The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as mentioned in the **FOURTH SCHEDULE** hereto 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 Promoters in the case of one allottee shall not be construed to be a precedent and /or be binding on the Promoters to exercise such discretion in the case of other allottees also.
- b. 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 hand 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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the chargeable built-up area of the Said Unit bears to the total chargeable area of all the units in the said Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through their respective authorized signatory, who is the Vendor of the Said Unit, at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee in Kolkata after the Agreement is duly executed by the Allottee and the Promoters. Simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the Allottee and the Promoters or any one or more of them, as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or such Promoters by Registered Post at their respective address given herein. It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the address mentioned in the Agreement by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or any one or more of them to whom such communication is addressed 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 Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the 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 or otherwise shall be referred to a sole Arbitrator to be appointed by the Parties hereto in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and applicable amendments thereto.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

34. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Said Unit, prior to the execution and registration of this Agreement for Sale for the Said Unit, shall not be construed to limit the rights and interests of the Allottee under this Agreement for Sale or under the Act or the rules or the regulations made there under.

35. COVENANTS & RIGHTS OF THE ALLOTTEE

35.1 The Allottee, with the intention to bring all persons into whosoever's hands the Said Unit may come, hereby covenants and agrees with the Promoters as follows:

- 35.1.1 that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
- 35.1.2 that, on and from the Possession Date, as mentioned in para 7.1 above, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promoters or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoters or the Association, as the case may be, failing which the Promoters or the Association, as the case may be, shall be entitled to take such action as it may deem fit;
- 35.1.3 that the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be decided by the Promoters or the Association, as the case be, from time to time in this regard;
- 35.1.4 that the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promoters or the Association, as the case maybe, and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoters or the Association, as the case maybe, from time to time;
- 35.1.5 that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "**Outgoings**") related to the Said Unit on and from the deemed Possession Date. However, so long as the Said Unit is not separately assessed for municipal taxes, rates, levies su.
- 35.1.6 .00000000000000000000000000000000rcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Said Unit and/or Promoters and/or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoters or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- 35.1.7 that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Said Unit in the records of the concerned authorities within a period of three (3) months and shall keep the Promoters indemnified against any loss, claims and/or demand that may

be incurred by or may arise against the Promoters due to non-fulfilment and/or non-observance of this obligation by the Allottee;

- 35.1.8 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters or the Association;
- 35.1.9 that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-buyers in the Project/Complex, the same shall be in the proportion which the chargeable / super built-up area of the Said Unit bears to the total chargeable / super built-up area of all the Said Units in the Project/Complex;
- 35.1.10 that the Allottee shall ensure that the Association shall grant to the Promoters and the Co-buyers and/or Co-occupiers of the Project/Complex and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- 35.1.11 that the Allottee shall use the Said Unit or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the covered/un-covered or parking space allotted to them only for the purpose of keeping or parking vehicles; such Parking Space shall be used for a Single Vehicle and not Multiple Vehicle or Combination of Vehicles such as Four wheeler with Two Wheeler etc.
- 35.1.12 that the Allottee agrees that the Promoters and/or the Association, shall have the right of unrestricted access to all Common Areas/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project/Complex, and the Allottee agrees to permit the Promoters and/or the Association to enter into the Said Unit 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.
- 35.1.13 that the Allottee hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Said Unit and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the Said Unit; and/or (3) the common lobby; and the Allottee shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also the Allottee shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.
- 35.1.14 that the Allottee hereby accepts not to alter, modify or in any manner change the structure or any civil construction in the Said Unit and the Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof;
- 35.1.15 that the Allottee hereby also accepts not to change/alter/modify the name of the Building from that mentioned in this Agreement; and
- 9.1.15 that the Allottee hereby also accept not to install any box grill on the verandah or balcony.
- 9.1.16 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or

interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

9.1.17 As from the date of possession of the Said Unit to comply with and / or observe the restrictions and other obligations as mentioned in the **SIXTH SCHEDULE** hereunder written.

36. INTERIM MAINTENANCE PERIOD

During the interim maintenance period between obtaining of the completion certificate of of the Project and formation of the association, the Promoters shall either itself or through a facility management company run, operate, manage and maintain the Common Areas.

36.1 The Promoters shall collect maintenance charges and the user charges for the utilities and transit/transportation charges etc. if any.

36.2 The maintenance and management of Common Areas by the Promoters during the interim maintenance period will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

36.3 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoters with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.

36.4 After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoters, with or without amendments, as may be deemed necessary by the Association.

37. FORMATION OF ASSOCIATION

37.1 The Promoters shall, in accordance with Applicable Laws submit and/or cause to be submitted the relevant documents to the competent authority for formation of the association and thereafter call upon the Said Unit owners (and/or a majority of such owners, as the case may be) to form an association ("**ASSOCIATION**"), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for

(i) Formation of the Association after completion of entire Project , and

(ii) Transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoters to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- 37.2. Each unit in the Project shall represent one (1) share, irrespective of the number of persons owning such flat/unit. Further, in the event a unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.
- 37.3. Upon formation of the Association in terms of the relevant laws of the land, the Promoters shall handover the Common Areas, together with the copy of relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Promoters and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoters, and the Promoters shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep the Promoters fully safe, harmless and indemnified in respect thereof.
- 37.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoters, which deposit shall be pooled into a Sinking Fund ("**Sinking Fund**"). The Allottee further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoters, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Buyers of the Project/Complex to the Promoters, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the several Co-Buyers and/or co-owners of the Project, inter alia, as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoters as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Allottee shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoters to the Association and the Allottee and the Association shall jointly and severally keep the Promoters indemnified for the same.
- 37.5. The Allottee acknowledges and agrees to allow the Promoters to adjust any receivables and/or dues towards Common Charges, Expenses and/or any dues from the Allottee from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoters on account of making such adjustments and/or on account of the Promoters transferring/handing over the Sinking Fund to the Association. On any such adjustments being

made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

- 37.6 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoters or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the unit/flat owners or occupiers of the Building and/or the Project.
- 37.7 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project.
- 37.8 The Allottee also agrees and undertakes to pay all necessary deposits/charges to the Promoters or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoters or the Association, as the case may be, each within such timelines as may be prescribed by the Promoters or the Association, as the case may be.
- 37.9 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoters or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoters or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- 37.10 It has been agreed by the parties that the Association (s) of all the Allottees of all the buildings in the Project as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easement rights and appurtenances belonging thereto.

38. To be read with point No. 1

- 1.11 The Allottee has paid a sum of **Rs** (Rupees ----- Only) **plus GST** as part payment towards the Total Price of the Said Unit at the time of application the receipt of which the Promoters hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the **Manner of Payment** as provide in the **FOURTH SCHEDULE** as may be demanded by the Promoters within 15 days and in the manner specified there specified therein provided that if the Allottee delays in payment towards any amount which us payable, he/she shall be liable to pay interest @ bank lending rate plus 2% monthly interest.
- 1.12 It is specifically agreed between the Parties hereto that apart from the Price/consideration of the Said Units to be received by the Developer, the payment of extras as more fully mentioned in Part – III of the **FOURTH SCHEDULE** hereto (the “EXTRAS”) shall also be made by the Allottee to the Developer only and all such payments towards the Extras shall be non-refundable and non-adjustable and all such

payments towards the "Deposits" is to be handed over to the Association after adjustments / deductions from the Extras and Interest Free Deposits by the Developer, if any.

- 1.13 The Interest Free Deposits as mentioned in Part – IV of the FOURTH SCHEDULE hereto shall be held by the Promoters till such time the maintenance and management of the Project is handed over to the association of allottees and will be refunded to the said association after deducting payments due to the Developer.
- 1.14 Until full payment of Extras and Deposits are made by the Allottee to the Developer, the Developer shall be under no obligation to deliver possession of the Said Unit to the Allottee and that non-payment/delayed payment will be deemed to be a breach of this Agreement on the part of the Allottee and will entail obligation on the Allottee to pay interest for the delayed period besides exercise or other rights and remedies of the Developer against the Allottee.
- 1.15 The Deposits shall remain in deposit with the Developer on interest free non-refundable basis on the express condition and with irrevocable authority to the Promoters that in the event of any default by the Allottee in making payment of any one or more of the expenses (for which Deposits are taken) within the due time/dates fixed/understood for payment of the same respectively and in the manner required to be paid, then the Promoters and/or its nominee shall in their absolute discretion and without prejudice to other rights and remedies available to the Promoters and/or the nominee of the Promoters and without notice to or consent from the Allottee, the Promoters and/or the nominee of the Promoters shall be entitled to adjust and meet out of the said Deposits the amount/s under default and the Allottee shall pay and make up the said Deposits in full within 7 days from the date of receipt of information about such adjustment and meeting of unpaid liability.
- 1.16 Unless otherwise expressly mentioned, all the amounts specified in the preceding paragraphs including the amounts payable under the heading Extras and Deposits shall be paid to and deposited with the Promoters by the Allottee before the Deemed Date Of Possession (i.e., the expiry of fifteen days from the date of issue of notice of possession by the Promoters) or the actual date of possession whichever is earlier. In case of Deemed Possession, the Allottee shall not be entitled to claim/have actual possession before making payment of all of the Extras and Deposits and the Allottee do covenant with the Promoters not to demand actual possession of the Said Unit before making full payment of all the Extras and Deposits besides the Total Price. It is also agreed by the Purchaser that the Purchaser shall be liable to pay all taxes, outgoings, ground rent, local taxes, panchayat taxes, municipal taxes and all such other taxes payable on the Said Unit on and from the deemed date of possession mentioned herein.
- 1.17 In case the exact liability on all or any of the heads mentioned under the heading 'Extras and Deposits' cannot be quantified then the payment shall be made by the Allottee according to the Promoters' estimates without objection and dispute BUT subject to subsequent accounting and settlement within a reasonable period.
- 1.18 Apportionment of liability of the Allottee in respect of any item of expenses towards Extras and Deposits

shall be done by the Promoters or the nominee of the Promoters (as the case may be) and every such apportionment shall be final and binding on the Allottee.

- 1.19 The time for making payment of the amounts towards Extras and Deposits (besides the Total Price) is also, inter alia, the essence of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(SAID LAND)

ALL THAT the piece and parcel of Land measuring an area of 1Bigha, 5cottahs, 8Chittacks and 40sqft =25 Cottahs 8 chittaks 40 sq.ft. = 1709Sqmt more or less at Premises No. 109, Netaji Subhas Chandra Bose Road, Kolkata – 700040, Post Office & Police Station: Regent Park, Ward No. 97, Borough X, within the limits of Kolkata Municipal Corporation District : 24 parganas (South).

THE SECOND SCHEDULE ABOVE REFERRED TO

(Common Areas)

ALL THAT the common areas, facilities, amenities and/or the Project, which will be earmarked/meant by the Promoters for beneficial common use and enjoyment of the Allottee/occupants of the buildings of the Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoters

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT the flat/unit No..... Block no.....,.....floor, having carpet area of sq. ft. as per the definition given in the Act, balcony/varandah area sq. ft. aggregating to a chargeable areaof..... sq. ft. and delineated on the plan annexed hereto and bordered in colour "**BROWN**" thereon on the plan annexed being **Annexure-A** hereto **TOGETHER WITH** the right to use the Common Areas in common with the other occupants of the building **AND TOGETHER WITH** rights appurtenant thereto.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(PART – I)

Rs.....(Rupees..... Only) plus GST, extra charges and deposits mentioned in the agreement.) are payable extra, for the said Unit to be paid by the Allottee to the Promoters in the manner as mentioned in Part – II below:

(PART – II)

(Manner of Payment)

	Payment Schedule	Percentage of total payment to be made
1.	Money paid with Application	5.00,000/-
2.	On execution of Agreement for sales approval of Loan if any within 20 days or else flat will be released; Note : Loan if any should be applied before Agreement.	20%
3.	On Pilling. work	10%
4.	On completion of Foundation	5%
5.	On completion of 1 st floor casting	10%
6.	On completion of 3 rd floor casting	10%
8.	On Completion of 5 th floor casting	5%
9.	On Completion of 7 th floor casting	10%
10.	On Completion of 10 th floor casting	10%
	On Completion of Brick work of the said Unit	10%
	On Completion of Flooring of the said Unit	5%
12.	On or before notice for Possession.	5%
	Total :	100%

(PART – III)**(Extras)**

- (i) All costs, charges and expenses for making any addition or alteration or providing at the request of the Allottee any additional facility or utility in or relating to the Said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional extra common facility or- utility to the owners of flats/shops/saleable spaces in the Project in addition to those mentioned herein payable before the work is commenced by the Allottee. It being clarified that if by reason of such additional work any delay shall be caused in completion of the construction of the Unit/Common Areas ultimately resulting in any delay in delivering possession of the Said Unit by the Promoters to the Allottee, the Promoters shall not be liable for any interest/damages/compensation etc. if any suffered, to the Allottee AND the time for delivery of possession in such event shall, if so extended, till the date of delivery of possession of the completed Said Unit by the Promoters to the Allottee.
- (ii) Betterment fees, development charges and other levies, taxes, duties, and statutory liabilities that may be charged on the Said Land or the Said Unit or on the transfer thereof or the construction thereof partially or wholly as the case may be and the same shall be paid by the Allottee within 7 days of the demand in that behalf made by the Promoters.
- (iii) The Allottee shall also pay to the Promoters the following;
- (a) Proportionate share of costs charges and expenses for consulting, obtaining, installation of

Transformer (in any installation) with allied equipment, switches accessories and materials rate of Rs. 40 /- (Rupees Forty) only or on Actuals as certified by Promoter per square foot of the chargeable area of the Said Unit."

- (b) Cost of generator and its installation charges together with its fixtures and fittings. Rs. 30.00 per sq. ft. or on Actuals as certified by Promoters.
- (c) Costs for providing MS Grill for the Windows at actual, if required.
- (d) Proportionate reimbursement of the insurance premium payable for the building/Project.
- (e) GST as applicable and other similar levy as would be payable and applicable.
- (f) In case of any deviation / or changes to be made in the Said Unit, the penalty payable to the authorities will also be payable as may be so demanded by the authorities.
- (g) Legal/documentation Charges Rs
- (h) Expenses towards Municipal and other rates and taxes.
- (i) Stamp Duty/Registration Charges/Incidental Expenses.
- (j) Any other expenses on this account as may be so applicable and/or so mutually agreed.

(PART – IV)

(Interest free Deposit)

(On the basis of per square feet of chargeable area of the Said Unit)

1. Towards Maintenance Charges of Flat @ Rs...../- per sq. ft for 12 months. as described herein
2. Deposit for Corpus fund @ Rs./- (Rupees Ten only)
3. Deposits towards Municipal and other rates and taxes and outgoings at actuals.

Notes:

1. The Extra charges and the deposits will be payable within 15 days or from the date of such demand by the Promoters in the manner as the Promoters so decides.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Specifications, Amenities and Facilities)

STRUCTURE	RCC Framed Structure.
FLOORS	Vitrified Tiles
DOOR	Entrance Door – Salwood door frame with decorated flush door.
Internal Doors – Flush doors.	
WINDOWS	Powder coated Aluminium sliding Windows.
STAIR CASE	Black stone / Tiles or Equivalent
KITCHEN	Kitchen top Granite and Ceramic Tiles above 2 ft. of working platform with Stainless Steel Sink.
TOILET	Ceramic Tiles, Dado upto 6 feet height, Provision for Hot & Cold Water Supply System, European Style WC elegant C.P. fittings of

Essco/Jaquar or Equivalent Sanitary ware/Hardware or Equivalent Make.

INTERIOR FINISH	Smooth Finish Plaster of Paris on Walls.
OUTER FINISH	Cement Plastered painted with durable weatherproof Paint.
ELECTRICAL	Copper Wire in concealed conduits. Sufficient Light, Fan, Plug point in all Bed Rooms, in Living and dining rooms. A.C.'s provisions for all bedroom and provision for exhaust. In Toilet and kitchen.
LIFTS	Kone or equivalent make.

1. The Foundation Columns Beams Supports Corridors Lobbies Stairs, Stairways Landings Entrances Exits and Pathways Ramp Driveways,
2. Lifts, Lift Pits, Lift Plant Installation, Lift Machine Room,
3. Common Passage and Lobby on Ground Floor excepting car parking area, if any,
4. Tube-well, if any,
5. Water Pump, Water Tank, Water Pipes and other common Plumbing Installation,
6. Transformer if any, Electric Wiring, Motor and Fittings,
7. Drainage and Sewers including Main Holes, Septic Tank etc.
8. Pump House,
9. Fire Fighting System as stipulated by Fire Directorate, Govt. of West Bengal including Water Tank if any.
10. Letter Boxes,
11. Boundary Walls and Main Gates,
12. Intercom Systems,
13. Portion of the roof comprising of overhead water reservoir and lift machine room,
14. Water Filtration Plant at no additional cost.,
15. Generator in the Complex at an additional cost to be shared by all the Purchaser of the flats proportionately pro-rata.
16. Such other Common Parts Areas Equipments Installations Fixtures Fittings Covered and Open Space in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the units and as are specified by the Developer expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Developer for different purposes. The Developer shall be entitled to assign and/or transfer the open side spaces by way of four wheeler or two wheeler parking spaces and the Purchaser undertakes not to object to the same.

PROPOSED AMENITIES (TENTATIVE)

1. CCTV.
2. GENERATOR.
3. LANDSCAPE AT ROOF

THE SIXTH SCHEDULE ABOVE REFERRED TO
(RESTRICTIONS AND OTHER OBLIGATIONS)

As from the date of possession of the Said Unit, the Purchaser agrees and covenants:

- i. To co-operate with the Developer, Maintenance Company and/or Association in the management and maintenance of the said building;
- ii. To observe the rules or regulations framed from time to time by the Developer, Maintenance Company and/or Association in respect of the said premises and/or the Building;
- iii. To allow the authorized representatives of the Developer and/or Maintenance Company and/or Association with or without workmen to enter into the Said Unit for the purpose of maintenance and repairs;
- iv. To pay the charges of the electricity and other utilities in or relating to the Said Unit wholly for the Said Unit and proportionately in relating to the common parts;
- v. Not to sub-divide the Said Unit and/or the car parking space, if allotted, or any portion thereof;
- vi. Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Unit or in the said building and /or compound or in any portion of the building or in the common parts save at the places indicated therefore;
- vii. Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the Said Unit or in the common areas and not to block any common areas and not to block any common area of the building in any manner;
- viii. Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any unit;
- ix. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the stability of the building or any part thereof;
- x. Not to fix or install air conditioner/s in the Said Unit save and except at the place/s which have specified in the Said Unit for the same;
- xi. Not to do or cause anything to be done in or around the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Unit or to the flooring or ceiling of the Said Unit or any other portion over or below the Said Unit or adjacent to the Said Unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;

- xii. Not to damage or demolish or cause to be damaged or demolished the Said Unit or any part thereof or the fittings and fixtures affixed thereto;
- xiii. Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exported walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Unit;
- xiv. Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- xv. Not to make in the Said Unit any structural additions and / or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and/or any concerned authority;
 - Not to fix or install any antenna on the roof of the said building or any window antenna;
- xvi. Not to use the Said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said premises and the neighboring premises and shall not use the Said Unit for any illegal or immoral purposes or as an office, a boarding house, club house, health centre, nursing home, amusement or entertainment centre, eating or catering place, dispensary, clinic, gymnasium godown or as a meeting place or for any manufacturing or industrial activity;
- xvii. Not to use the car parking space, if any allotted to the Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own car and not to raise or put up any kutchra or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein
- xviii. Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him/her/them/it, it being clarified that in case the Purchaser has been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;
- xix. To use only those common areas as are mentioned in the Second Schedule hereto, for ingress and egress to the Said Unit, in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and/or the said premises;
- xx. To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom;
- xxi. Not to put or affix any sign - board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the Said Unit and/or building save at the place and in the manner expressly permitted in writing by the Developer;
- xxii. Not to obstruct or object to the Developer doing or permitting anyone to do any construction, alteration or work in the said premises and/or the building;
- xxiii. Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other units;
- xxiv. The Purchaser shall have only the proportionate right and interest in the common parts of the building (save those reserved unto the Developer and/or Developer) along with the other co- Developers and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Developer and/or Developer or the other co-owners;

- xxv. To regularly and punctually pay and discharge to the Developer or the Maintenance Company or the Association or the concerned statutory semi government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the Said Unit and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the Fourth Schedule hereunder written in advance within the 7th (Seventh) day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchaser;
- xxvi. The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer and/or Maintenance Company and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Developer and/or Maintenance Company and/or Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same;
- xxvii. So long as each unit in the building is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate whichever is earlier be liable to pay proportionate share of all the rates and taxes assessed on the entirety of the said premises, such proportion to be determined by the Developer on the basis of the area of the Said Unit.
- xxviii. After taking delivery of the Said Unit, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
- xxix. In case the Purchaser defaults or delays in making payment of all the aforesaid expenses then the Developer and/or the Maintenance Company or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition the Said Unit shall be deemed to be charged in favour of the Developer or the Maintenance Company or the Association as the case may be, for all such amounts falling due together with interest;
- xxx. In case the Developer and/or Maintenance Company and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Developer, Maintenance Company and/or Association and also interest at the rate of and $\frac{1}{2}$ percent per month for the period of default on all amounts remaining unpaid together with reconnection charges.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and seals at Kolkata in the presence of attesting witness, signing as such on the day month and year above written.

SIGNED AND DELIVERED BY

OWNER:

WITNESSES:

Signature:

Name:

Address :

SIGNED AND DELIVERED BY

DEVELOPER / PROMOTER:

WITNESSES:

Signature:

Name:

Address:

SIGNED AND DELIVERED

ALLOTTEE:

WITNESSES:

Signature:

Name:

Address: