

**THIS AGREEMENT FOR SALE ("Agreement")** executed on this \_\_\_ day of \_\_\_\_\_,  
20\_\_.

**BY AND BETWEEN**

**ALCOVE DEVELOPERS LLP**, a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008 (6 of 2009) and duly registered with the Registrar of Companies, West Bengal, having its LLPIN:AAC-2250 of 2014 and its I.T.PAN:AAZFA6468M and having its registered office at 68/2, Harish Mukherjee Road, Kolkata-700025, Police Station: Kalighat, Post Office: Bhowanipore, represented by its Authorized Representative, Mr. Subhash Chetry, son of Biramani Chetry, by occupation Service, having his I.T. PAN: ASPPC0688R working for gain at 68/2, Harish Mukherjee Road, P.O. Bhawanipore, P.S. Kalighat, Kolkata- 700025, hereinafter referred to as "the **PROMOTER / DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**

**AND**

**(1) HAPPY NIKETAN PRIVATE LIMITED**, a Company as per the provisions of the Companies Act, 2013 having its Registered Office at No.5, Gorky Terrace, 2<sup>nd</sup> Floor, Kolkata-700017, (PAN:-AABCH 8182Q; CIN:- U45203WB2007PTC113326) represented by its constituted attorney Alcove Developers LLP through its authorized representative Mr. \_\_\_\_\_, son of \_\_\_\_\_, by occupation Service, having his I.T. PAN: \_\_\_\_\_ working for gain at 68/2, Harish Mukherjee Road, P.O. Bhawanipore, P.S. Kalighat, Kolkata- 700025 pursuant to the Power of Attorney dated 25<sup>th</sup> January 2017 registered with the Additional Registrar of Assurances-III, Kolkata in Book IV Volume No.1903-2017, Page from 54149 to 54186, Being No.190302127 for the year 2017; **(2) SUKHJIT COMMOSALES PRIVATE LIMITED**, a Company as per the provisions of Companies Act, 2013 having its Registered Office at No.5, Gorky Terrace, 2<sup>nd</sup> Floor, Kolkata-700017, (PAN:-AAPCS4563E;CIN:-U51909WB2011PTC159273) represented by its constituted attorney Alcove Developers LLP through its authorized representative Mr. \_\_\_\_\_, son of \_\_\_\_\_, by occupation Service, having his I.T. PAN: \_\_\_\_\_ working for gain at 68/2, Harish Mukherjee Road, P.O. Bhawanipore, P.S. Kalighat, Kolkata- 700025 pursuant to the Power of Attorney dated 25<sup>th</sup> January 2017 registered with the Additional Registrar of Assurances-III, Kolkata in Book IV, Volume No.1903-2017, Page from 54244 to 54281, Being No. 190302130 for the year 2017; both hereinafter collectively referred to as "the **OWNERS / LAND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the **SECOND PART**

**AND**

\_\_\_\_\_, hereinafter referred to as "the **ALLOTTEE / PURCHASER**" of the **THIRD PART**:

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

**WHEREAS:**

- A. Unless, in this agreement, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the absolute owners of **All Those** several pieces and parcels of land, containing an aggregate area of **2.815 Acres** more or less situate lying at and comprised in L.R. Dag Nos.11025, 11026, 11031, 11036, 11037, 11109, 11110 and 11111 (all recorded in L.R. Khatian No.11331 in the name of Happy Niketan Pvt. Ltd.), and L.R. Dag No.11108 (recorded in L.R. Khatian No.14688 in the name of Sukhjait Commosales Pvt. Ltd.) both in Mouza Mahesh, J.L.No.15, Police Station Serampore, and comprised in Holding No. 449/A, G.T. Road, in Ward No.19 of the Serampore Municipality, in the District of Hooghly, ADSR-Sreerampur, Pin-712202, West Bengal, described in the **FIRST SCHEDULE** hereunder written. Devolution of title of the Land Owners to the said Premises is set out in the **SIXTH SCHEDULE** hereunder written.
- C. By and in terms of the Development Agreements (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.

- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Premises on which the Project is to be constructed have been completed;
- F. The Promoter has obtained the final layout plan for the Project from Serampore Municipality as mentioned in the **Definition No.( xxvi) of Annexure A (being the definition of Plan)** hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable, including Rule 53A of the West Bengal Municipal (Building) Rules, 2007, and save to the extent as mentioned in the **Definition No. (\_\_\_) of Annexure A (being the definition of Plan)** hereinbelow;
- G. The Promoter has given notice to the Serampore Municipality for commencement of construction on 11<sup>th</sup> May, 2019 in terms of Rule 28 of the West Bengal Municipal (Building) Rules, 2007.
- H. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) (Act No.16 of 2016) with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No.\_\_\_\_\_.
- I. The Allottee had applied for an Apartment / Unit in the Project vide application No.\_\_\_\_ dated \_\_\_\_\_ for allotment of the **said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written, and also hereinbelow:

**All That the Commercial Space / Semi-Commercial Space / Office / Showroom / Apartment / Unit bearing No.\_\_\_\_ containing a Carpet Area of \_\_\_\_ Square Feet (Built-up Area whereof being \_\_\_\_ Square Feet [inclusive of the area of the balcony(ies) / verandah(s)] and super built up area being \_\_\_\_ Square Feet, which is inclusive of pro rata share in the Common Areas and Installations; more or less on the \_\_\_\_ Floor of Building "NEW KOLKATA-TRIVENI" at the said Premises described in the First Schedule hereunder written and shown in the Plan annexed hereto, duly bordered thereon in "Red", with exclusive right to use the attached open space measuring \_\_\_\_\_ Sq. Ft. as garden, which is shown in the Plan annexed hereto, duly bordered thereon in "Blue".**

**With** right to park \_\_ **motor car/s** in the closed space in the \_\_\_\_\_ **Level** of the Project, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

**With** right to park \_\_\_\_ **two-wheeler/s** in the closed space (measuring 2 meters by 1 meter i.e. not exceeding 22 Square Feet) in either the \_\_\_\_\_ **Floor or the \_\_\_\_\_ Floor** of the Project, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in Para-I above;
- N. The Allottee has examined and got himself fully satisfied about the title of the Land Owners to the said Premises and all legal incidents and matters in relation thereto and

/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also seen and inspected the Development Agreements and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards sale of the said Unit, and agrees and covenants not to raise any objection with regard thereto.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and the Land Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto.

The Allottee is fully aware of the fact that additional floor(s) are proposed to be sanctioned on the presently sanctioned Building for consuming the additional FAR (Floor Area Ratio) on account of "Green Building" and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. It is clarified that the foundation of the Building has been planned to take the entire load of additional floors. It is agreed and clarified that Super Built-up area of the said Unit and all other units has been arrived at after taking into account such additional FAR.

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

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment / Unit as specified in para I;

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

Head	Price
(i) Apartment / Unit No.____, __ <b>Floor</b> ; Carpet Area ____; Built- up Area ____; Super Built-up Area ____;	Rs. _____
(ii) exclusive right to use the attached open space measuring _____ Sq. Ft.;	Rs. _____
(iii) __ number and Four Wheeler type Car parking at ____ <b>Level</b> ;	Rs. _____
(iv) __ number Two Wheeler parking at ____ level;	Rs. _____
<b>Total:</b>	<b>Rs. _____</b>
Add: GST	Rs. _____
<b>Consideration:</b>	<b>Rs. _____</b>

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment / Unit;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax GST and CGST, if any as per law Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment / Unit;  
Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased / reduced based on

- such change / modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment / Unit includes pro rata share in the Common Areas and other properties and appurtenances as provided in the Agreement.

1.2.1 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.2.2 In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession /Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:

- i) Legal Documentation Charges calculated @\_\_\_\_\_, out of which 50% of will be pay able at the time of Agreement and the balance 50% on or before the Possession Date / Deemed Date of Possession or the date of execution of the sale deed in respect of the Allottee's Unit, which ever be earlier, to the Advocates, Saraogi & Co., plus applicable GST;
- ii) Advance Maintenance Charges, equivalent to \_\_\_\_ year maintenance charges, along with applicable GST to the Promoter / Maintenance Company / Association (as the Promoter may direct).
- iii) Refundable Security Deposit, equivalent to \_\_\_\_ year maintenance charges, to the Promoter / Maintenance Company / Association (as the Promoter may direct).
- iv) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefore including the charges of the copywriter for copying of such documents and expenses incidental to registration.

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

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

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

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

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I and Part-II of the Third Schedule** hereunder written

(which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment / Unit or Project, as the case may be without the previous written consent of the Allottee **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals F & N and Definition No.( xxvi)** of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy / completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be re-calculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment / Unit mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment / Unit;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, Promoter and all persons permitted by the Promoter {including the owners and occupiers of the Nearby Properties [as defined in **Definition No.(\_\_\_) of Annexure "A"** hereto]} etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Common Areas of the Project to the Association of allottees as provided in the Act;
  - (iii) That the computation of the price of the Apartment / Unit includes recovery of price of land, construction of [not only the Apartment / Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities as provided within the Project.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment / Unit along with Garage / closed parking rights (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes. It is agreed that even though the said Project is an independent, self contained Project covering the said land, but the Broad Infrastructure is located at other properties and dependent on them for the same. It is clarified that some of the Project's facilities and amenities may be made available to the owners and occupiers of the Nearby Properties for use and enjoyment in common with the Allottees of the Project.

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

- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment / 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 and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project and within the scope of the Promoter). If the Promoter fails to pay all or any of the

outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the Apartment / Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11 The Allottee has paid a sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)** only (Without GST) (in short" the **Booking Amount**") as booking amount being part payment towards the Total Price of the Apartment / Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment / Unit as prescribed in the **Payment Plan (Part-II of the Fifth Schedule)** as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules, presently being State Bank of India PLR plus 2% per annum.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque / Demand Draft or online payment (as applicable) in favour of "**Alcove Developers LLP**" payable at **Kolkata**.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, and Rules and Regulations made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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

## **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment / Unit to the Allottee and the Common Areas to the Association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the

simultaneous completion of the construction by the Promoter as provided in **Part-II** of the **Fifth Schedule** ("**Payment Plan**"), hereunder written.

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

The Allottee has seen the specifications, of the Apartment / Unit and accepted the Payment Plan, floor plans, layout plans (annexed alongwith this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration there of as contained in **Recitals F & N and Definition No.** (xxvi) of the **Annexure "A"** hereto.

## **7. POSSESSION OF THE APARTMENT**

**7.1 Schedule for possession of the said Apartment / Unit:** The Promoter agrees and understands that timely delivery of possession of the Apartment / Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to handover possession of the Apartment / Unit on or before 31<sup>st</sup> December, 2025 or within 3 (Three) years from the date of this Agreement (whichever is later), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic / epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment / 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 Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment / Unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment / Unit to the Allottee **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. **Provided That** the Promoter shall not be liable to deliver possession of the Apartment / Unit to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate of the Project.

**7.2.1** It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.



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

**7.4 Possession by the Allottee** – After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the Apartments to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount, with applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation. **Provided That the Promoter shall not be liable to refund the GST amount, demand whereof shall have been raised 2 (Two) years prior to such cancellation in view of Section 54(1) of the CGST Act 2017.**

**7.6 Compensation**

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

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

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

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The Land Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project. However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations

- herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment / Unit;
  - (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment / Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Apartments and common areas;
  - (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected;
  - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment / Unit which will, in any manner, affect the rights of Allottee under this Agreement;
  - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment / Unit to the Allottee in the manner contemplated in this Agreement;
  - (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment / Unit to the Allottee and the common areas to the Association of the Allottees;
  - (x) The said Premises 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 Premises;
  - (xi) The Promoter / Land Owners 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 to the said Project to the competent authorities till the possession of the Apartment / Unit is offered to the Allottee in terms hereof;
  - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
  - (xiii) That the said Property is not Waqf property.

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

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

- (i) Promoter fails to provide ready to move in possession of the Apartment / Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment / unit shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment / unit, along with interest at the rate specified in the Rules within forty five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment / Unit.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto despite having been issued notice in that regard, the allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 2 (Two) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment / Unit in favour of the Allottee and refund the amount money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.

## 10. CONVEYANCE OF THE SAID APARTMENT

The Promoter on receipt of complete amount of the Price of the Apartment / Unit under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment / Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate or the completion certificate, as the case may be.

However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment / Unit to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment / Unit to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mention in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority(ies). All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

Land Owners' Confirmation: The Land Owners have been made party to these presents to confirm the Allottee that the Land Owners shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Promoter for sale of the Apartment / Unit in favour of the Allottee and the common areas to the Association of the Allottees without claiming any consideration or additional consideration from the Allottee. The Land Owners' obligation is limited to transfer of land comprised in the said Premises in terms of the Development Agreements.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

### 11A. BROAD INFRA STRUCTURE

The Promoter holds development rights of two Nearby Properties, namely (a) Municipal Holding No.449/A/2 G.T. Road; and (b) Municipal Holding No. 449/A/1 G.T. Road (in short called "the **Nearby Properties**") and certain areas installations facilities and amenities (in short called "the **Broad Infrastructure**") are proposed to be serving and for common use and enjoyment of the said Project and the said Nearby Properties or any Two of them, details whereof are mentioned in the **Sixth Schedule** hereunder written, for

integration of infrastructure. Some of the areas installations facilities and amenities comprising the Broad Infrastructure are proposed to be common between the said Project at the said Premises and the said Nearby Properties and some are proposed to be common between the said Municipal Holding No.449/A/1 G.T. Road and the said Municipal Holding No.449/A/2 G.T. Road, as mentioned in the **Sixth Schedule** hereunder written. The Allottee shall not have any proportionate share title ownership or interest in the said Broad Infrastructure, but merely a limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto in the manner elsewhere herein mentioned. **It is clarified that** the final Broad Infrastructure shall be determined by the Promoter in due course of time, to which the Allottee hereby consents.

All of the said Broad Infrastructure are presently proposed or intended to be under the management control and charge of the Promoter initially and upon the projects at the said Nearby Properties being developed, the Promoter intends (without being obliged) to hand over such management control and charge thereof (except the underpass leading from Holding No.449/A/1 G.T. Road to Holding No.449/A/2 G.T. Road) to the Association of Allottees of the proposed project at Municipal Holding No.449/A/1 G.T. Road, which shall be obliged to provide services thereof to the owners and occupiers of Municipal Holding No.449/A/2 G.T. Road, subject to payment of proportionate common expenses and maintenance charges pertaining thereto. The underpass leading from Holding No.449/A/1 G.T. Road to Holding No.449/A/2 G.T. Road is intended to be in management control and charge of the Association of Allottees of the Project at Municipal Holding No.449/A/2 G.T. Road. Notwithstanding the aforesaid, it is agreed and clarified that the Promoter shall be entitled to create a separate body / entity, be it a company, firm, society, association etc., for taking over charge of and managing maintaining upkeeping and administering the said Broad Infrastructure;

It is expressly agreed understood and made clear that all or some of the elements of Broad Infrastructure may be created and installed after delivery of possession of the said Unit to the Allottee.

## **12. DEFECT LIABILITY**

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

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

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

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

The Promoter / Maintenance Agency / Association of Allottees shall have rights of unrestricted access of all Common Areas, garages / closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment / 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**

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

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

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

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard / name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Project, building 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 Apartment / 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 Apartment / Unit.

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

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

The Allottee is entering into this Agreement for the allotment of an Apartment / Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment / Unit, all the requirements, requisitions, demands and repairs which are require by any competent Authority in respect of the Apartment / Unit at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit / Project and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has take nor agreed to take such Apartment / Unit.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and / or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby

consents to the same **Provided However that** at the time of execution of the deed of conveyance/transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and /or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

**20. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

**21. BINDING EFFECT**

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

**22. ENTIRE AGREEMENT**

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

**23. RIGHT TO AMEND**

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

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

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

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

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

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

**26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid

and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment / Unit bears to the total carpet area of all the Apartments / Units in the Project.

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Registrar / Sub- Registrar, as applicable. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

**30. NOTICES**

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

**31. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes 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 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, in accordance with the Act and Rules.

[The following other terms and conditions are as per the contractual understanding between the parties. It is ensured that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

**34. RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Unit in terms of this agreement and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Apartment / Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained **Provided That** the Allottee may nominate transfer or alienate the said Apartment / Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 24 (twenty four) months from the date hereof("Lock-in Period") and that too only after the

Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a fee / charge of @ \_\_\_\_\_ or such other fee/charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation, plus applicable GST, **And Subject Nevertheless To** the following terms and conditions:

- i) The Promoter shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid;
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Allottee shall be entitled to let out the said Apartment / Unit before possession of the said Apartment / Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- v) All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.

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

### **35. OTHER PROVISIONS:**

35.1 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the Projects / Buildings or other parts of the said Nearby Properties (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the Projects / Buildings at the Nearby Properties or the sale or transfer of the other Units in the Said Premises or the Nearby Properties is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoter is restrained from construction at the Nearby Properties and/or transferring and disposing of the other units / apartments / saleable spaces in the Projects / Buildings at the Said Premises or the Nearby Properties then and in that event without prejudice to such other rights the Promoter and/or the Land Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Land Owners, as also the Land Owners of the Nearby Properties for all pre- determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by them or any of them.

35.2. Save the said Unit, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Apartments / Units / Commercial Spaces and spaces or store-rooms or constructed areas or parking spaces at the said Premises or the Building thereat.

35.3. Without prejudice to the aforesaid, in particular the Allottee admit and acknowledge the fact that certain units may have the exclusive open to sky Terrace/Gardens attached to their respective units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.

35.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

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



- 35.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.7 The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the said Premises and also the covered spaces in the Building (including parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire/agree to acquire Units/Apartments and other constructed spaces in the Project.
- 35.8 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.9 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Land Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Building and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person or persons on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in various matters, including in Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (not withstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Land Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 35.10 The Promoter may already have or in future, in its absolute discretion, shall also be entitled to enter into any agreement or arrangement with the owners / occupiers of any other property adjoin / contiguous / in close vicinity to the existing property, including those properties for which the Promoter has / may have ownership / development rights thereby allowing / permitting them, temporarily or permanently, the right of user and enjoyment of some or all of the Common Areas Installations and Facilities in the said Premises/ existing property, including the right to use all or any of the paths, passages, driveways, entrance and exit gates, Underpass forming part of the Broad Infrastructure etc., with men material and vehicles of any description.
- 35.11 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Building or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;

- 35.12 The Allottee shall have no connection whatsoever with the allottees / purchasers / buyers of the other units / apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.13 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.14 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorized by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.
- 35.15 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and shall, alongwith the other allottees of the Project, also be bound and obliged, at its/their own costs, to execute all papers and documents and do all acts deeds matters and things as be required for compliance of Section 17 of the RERA and also the provisions of West Bengal Apartment Ownership Act, 1972, including to execute the declaration as required under Section 2 read with Section 10 of the West Bengal Apartment Ownership Act, 1972 as and when required, for submitting to the provisions of West Bengal Apartment Ownership Act, 1972 and vesting/transfer of the title/interest in respect of the Common Areas and Installations, if proportionate share thereof is held by the Allottee herein, in favour of the Association/Maintenance Company as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions;
- 35.16 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter and the Maintenance In-charge against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners or the Promoter or the Maintenance In-charge as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.17 The Project at the said Premises shall bear the name "**NEW KOLKATA - TRIVENI**" unless changed by the Promoter from time to time in its absolute discretion.
- 35.18 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

**IN WITNESS WHERE OF** parties herein above named have set their respective hands and signed this Agreement for Sale at \_\_\_in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE:** (including joint buyers)

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

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

**WITNESSES TO ALL THE ABOVE:**

1. Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

2. Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Drafted by:

Advocate  
High Court Calcutta

**SCHEDULES****THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(said Premises)**

**All Those** several pieces and parcels of land, containing an aggregate area of **2.815 Acres** more or less situate lying at and comprised in L.R. Dag Nos.11025, 11026, 11031, 11036, 11037, 11109, 11110 and 11111 (all recorded in L.R. Khatian No.11331 in the name of Happy Niketan Pvt. Ltd.), and L.R. Dag No.11108 (recorded in L.R. Khatian No.14688 in the name of Sukhjit Commosales Pvt. Ltd.) both in Mouza Mahesh, J.L.No.15, Police Station Serampore, and comprised in Holding No. 449/A, G.T. Road, in Ward No.19 of the Serampore Municipality, in the District of Hooghly, ADSR-Sreerampur, Pin-712202, West Bengal.

Details of areas comprised in each Dag is as follows:-

<b>Dag No.(LR)</b>	<b>Dag No.(RS)</b>	<b>Area (in Acres)</b>
11025	6916	0.74
11026	3601	0.049
11031	7005	0.065
11036	3600	0.957
11037	3607	0.187
11108	3625	0.014
11109	3626	0.348
11110	3628	0.087
11111	3629	0.368
<b>Total :</b>		<b>2.815</b>

The said Premises is butted and bounded as follows:

**On the North** : By Other's Property;  
**On the East** : By Sital Sarkar Lane;  
**On the South** : By B.L.C. Mills Road ; and  
**On the West** : By G.T.Road;

**Or Howsoever Otherwise** the same now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described and/or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(UNIT)**

**All That** the **Commercial Space / Semi-Commercial Space / Office / Showroom / Apartment / Unit bearing No. \_\_\_\_** (in Warm Shell condition) containing a **Carpet Area** of \_\_\_\_ **Square Feet** {**Built-up Area** whereof being \_\_\_\_ **Square Feet** [inclusive of the area of the balcony(ies) / verandah(s)]and **super built up area** being \_\_\_\_ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations} more or less on the \_\_\_\_ **Floor** of the Building of the under construction Project "**NEW KOLKATA - TRIVENI**" as defined in clause vi of Annexure A at the said Premises described in the **First Schedule** hereunder written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**", **with** exclusive right to use the attached open space measuring \_\_\_\_ Sq. Ft. as garden, which is shown in the **Plan** annexed hereto, duly bordered thereon in "**Blue**".

**With** right to park \_\_\_\_ **motor car/s** in the closed space in the \_\_\_\_\_ **Level** of the Project, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

**With** right to park \_\_\_\_ **two-wheeler/s** in the closed space (measuring 2 meters by 1 meter i.e. not exceeding 22 Square Feet) in either the \_\_\_\_\_ **Floor or the** \_\_\_\_\_ **Floor** of the Project, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

The Allottee shall use the said Unit as a \_\_\_\_\_, and for no other purpose whatsoever.

**THE THIRD SCHEDULE ABOVE REFERRED TO PART-I  
(Common Areas and Installations)**

- a) Land comprised in the said Premises.
- b) Entrance and exit gates of the said Premises.
- c) Landscaped Paths passages and driveways in the said Premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its exclusive use.
- d) Entrance of the Commercial Building.
- e) Staircases, common areas and landings of the building.
- f) High-speed passenger lifts in the building along with lift shafts and the lobby in front of it on each floor and lift machine room.
- g) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- h) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts.
- i) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes there from connecting to common toilets and kitchen at food court, banquets, restaurants etc.
- j) Underground water reservoir with a pull-on pump installed there at.
- k) Water waste and sewerage evacuation pipes from the toilets and kitchens to drains and sewers common to the commercial building and from there to the municipal drain.
- l) BMU room.
- m) Requisite arrangement of PA System.
- n) Boundary Walls.
- o) Landscaped Water body with Fountains & Lightings
- p) Common Toilets
- q) CCTV surveillance and other state-of-the-art security systems
- r) Modern equipment's and measures for Fire-fighting & Fire-safety in compliance with norms
- s) Rain Water Harvesting System
- t) Common areas lighting load to be powered mostly by Solar Cells.
- u) Sewerage Treatment Plant
- v) Garbage dumping point/space
- w) Administration office

**PART-II  
(Specifications of construction of the Said Unit)**

The said Unit shall be provided by the Promoter to the Allottee in **Warm Shell condition** i.e. only the following will be provided:

- **a) Structure:**
  - Pile/Raft Foundation for durability & stability.
  - Earthquake resistant RCC Superstructure.
- **Lobby:**
  - Well-decorated Entrance ground floor lobby.
  - Staircase - 4 spacious RCC staircases.
- **Wall**
  - Interior Walls & Ceiling: RCC Structural columns with Non-Structural masonry wall with POP finish.
  - Exterior: Weather-proof cement-based paint.
- **Flooring**
  - Combination of Granite and Vitrified tiles in common corridor areas
  - Anti-skid Vitrified tiles in toilets.
  - Kota stone in kitchen.
  - All Covered Car Parking spaces are VDF floorings.
- **Doors**
  - Fire Check Door: Good quality Fire doors for staircases.
- **Curtain Walls**
  - Natural Colour Anodized Aluminium glazing.
- **Electricals**
  - One point electrical source within the unit.

- Ventilation system for basement.
- **Power Back-up:**
  - 24x7 Power Back-Up
- **Toilets**
  - CP Fittings of reputed make.
  - Wall Ceramic tiles dado up to door height.
  - Sanitary ware – white porcelain.
  - Provision for exhaust.

Mirror

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the common areas, the main structures and in particular the top roofs (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Project and enjoyed or used by the Allottees in common with each other, main entrance and exit gates, landings and staircases of the Project and enjoyed by the Allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the common areas, the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Project / said Premises so enjoyed or used by the Allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions. It is clarified that expenses pertaining to cleaning, house-keeping, maintenance etc., of parking spaces shall form part of the Common Expenses.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations and also the costs of repairing, renovating and replacing the same, including AMC, insurance etc.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the Project, including the title to the land, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and / or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.
9. **BROAD INFRASTRUCTURE:** Proportionate share of all expenses pertaining to Broad Infrastructure, including those on account of various heads stated earlier in this Schedule.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**PART-I**

The **Consideration** payable by the Allottee to the Promoter for sale of the said Unit Shall be as follows:-

Head	Price
(i) Apartment No. ____, __ <b>Floor</b> ; Carpet Area ____; Built- up Area ____; Super Built-up Area ____;	Rs. _____
(ii) exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____

(iii) __ number and Four Wheeler type Car parking at ____ <b>Level</b> ;	Rs. _____
(iv) __ number Two Wheeler parking at _____ level;	Rs. _____
<b>Total:</b>	<b>Rs.</b> _____
Add: GST	Rs. _____
<b>Consideration:</b>	<b>Rs.</b> _____

(Rupees \_\_\_\_\_) only

**Note:** GST is based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

**PART-II**  
**(Installments /Payment Plan)**

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

**PAYMENT SCHEDULE**

Initial Token Amount	Rs. _____/-
Booking Amount	10% of the Consideration (including Initial Token Amount)
On Agreement	20% of the Consideration (including Booking Amount)

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
**(Devolution of Title)**

**I. Title of Happy Niketan Pvt. Ltd.:**

- A. By virtue of the provisions of Sick Textiles Industries Undertakings (Nationalisation) Act, 1974, the textiles undertakings of Bengal Laxmi Cotton Mills at Serampore, District Hooghly which included the land being **All Those** the several pieces and parcels of land, containing an aggregate area of **27.722 Acres** more or less situate lying at L.R. Dag Nos. 13353 (0.037Acres), 13354 (0.528Acres), 13209 (2.809Acres), 13210 (0.163Acres), 13211 (0.200Acres), 13212 (1.149Acres), 13213 (0.475Acres), 13214 (0.437Acres), 13215 (0.391Acres), 13217 (0.012Acres), 13218 (0.001Acres), 13219 (0.391Acres), 13220 (0.662Acres), 13221 (0.358Acres), 13222 (0.247Acres), 13238 (0.367Acres), 13239 (4.910Acres), 13351 (1.001Acres), 13352 (0.011Acres), 11143 (0.016Acres), 11145 (0.255Acres), 11146 (0.040Acres), 11147 (0.020Acres), 11162 (0.315Acres), 11163 (0.167Acres), 11164 (0.189Acres), 11168 (0.273Acres), 11169 (0.096Acres), 11171 (0.042Acres), 11172 (2.705Acres), 13203 (0.051Acres), 13204 (0.006Acres), 13205 (0.020Acres), 13206 (0.097Acres), 13207 (4.670Acres), 13208 (1.330Acres), 10164 (0.002Acres), 10166 (0.089Acres), 10167 (0.005Acres), 11025 (0.740Acres), 11026 (0.049Acres), 11031 (0.065Acres), 11036 (0.957Acres), 11037 (0.187Acres), 11109 (0.348Acres), 11110 (0.087Acres), 11111 (0.368Acres), 11129 (0.006Acres), 11131 (0.009Acres), 11132 (0.062Acres), 11138 (0.007Acres), 11141 (0.200Acres), and 11142 (0.100Acres), all recorded in L.R. Khatian No.10932 all in Mouza Mahesh, J.L.No.15, Police Station Serampore, within the limits of Serampore Municipality, in the District of Hooghly, West Bengal, (hereinafter for the sake of brevity referred to as the "said **Happy**

- Niketan's Larger Property**”), became transferred to and/or vested in the Central Government on and from 1<sup>st</sup> April, 1974.
- B. The Central Government had transferred the custody and ownership of the said Mill and the said land to National Textile Corporation (West Bengal, Assam, Bihar & Orissa) Limited (in short “ the said **NTCL**”), by virtue of the provisions of Sick Textiles Industries Undertakings (Nationalization) Act, 1974.
  - C. In pursuance of rehabilitation scheme sanctioned by the Board for Industrial and Financial Reconstruction (BIFR) as also approval granted for sale of its assets including surplus land by virtue of order dated 15<sup>th</sup> February, 2002, NTCL had in or about 13<sup>th</sup> April, 2007 floated tender for sale of the said Happy Niketan's Larger Property.
  - D. The said Happy Niketan Private Limited participated in the said tender floated by NTCL. The bid was duly accepted and the entire agreed consideration money was paid by the Happy Niketan Private Limited for and on account of purchase of the said Happy Niketan's Larger Property.
  - E. By an Indenture of Conveyance dated the 11<sup>th</sup> August, 2007, made between NTCL as the Vendor of one part and Happy Niketan Private Limited as the Allottee of the other part and registered in the office of ARA-III, Kolkata in Book No. I, Volume No.9, Pages 50 to 65, Being No. 503 for the year 2008, NTCL for the consideration therein mentioned granted, sold, conveyed and transferred unto and in favour of the said Happy Niketan Private Limited **All That** the said Happy Niketan's Larger Property, free from all encumbrances whatsoever.
  - F. The said Happy Niketan Private Limited thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said Happy Niketan's Larger Property.
  - G. A divided and demarcated portion of the said Happy Niketan's Larger Property containing an area of **2.801 Acres** more or less situate lying at and comprised in L.R. Dag Nos.11025, 11026, 11031, 11036, 11037, 11109, 11110 and 11111, , all recorded in L.R. Khatian No.11331 (in the name of the said Happy Niketan Private Limited), in Mouza Mahesh, J.L.No.15, Police Station Serampore (hereinafter referred to as “the **Happy Niketan's Property**”), is the subject matter of these presents along with other properties.

## **II. Title of Sukhjit Commosales Pvt. Ltd.:**

- A. By an Indenture of Conveyance dated the 13th January, 2017, made between Sri Gobinda Chakraborty as the Vendor of One part and the Sukhjit Commosales Private Limited, therein referred to as the Purchaser of the other part and registered in the office of ARA-III, Kolkata in Book No. I, Volume No.1903-2017, Pages 1980 to 2010, Being No.190300056 for the year 2017, the said Gobinda Chakraborty for the consideration therein mentioned granted, sold, conveyed and transferred unto and in favour of Sukhjit Commosales Private Limited All That piece and parcel of Vastu land measuring 12 Chittacks 22 square feet more or less Together with the right to use the common passage and other easement rights, lying situate at L.R. Dag No.11108 corresponding to R.S. Dag No. 3625 recorded in L.R. Khatian No. 2739 (in! the name of Tejbahadur Singh) corresponding to R.S. Khatian No.2963 in Mouza-Mahesh, J.L.No.15, Touzi No.-3876 under Police Station Sreerampore in the District of Hooghly, comprised in Holding No. 9/M Bose para Lane, within the limits of Serampore Municipality.
- B. Thereafter, the said SukhjitCommosales Private Limited got its name mutated in the records of rights at the office of BL & LRO Serampore under L.R. Khatian No.14688.

## **III. Assessment and Numbering:**



The said (i) Happy Niketan's Property; and (ii) Sukhjit's Property;, all forming one single parcel of land and jointly containing an area of 2.815 Acres, were together assessed and re-numbered as Holding No. 449/A, G.T. Road in Ward No.19 of the Serampore Municipality, being the **said Property / Premises**, and the names of the said (i) Happy Niketan Private Limited; and (ii) Sukhjit Commosales Private Limited were recorded as the Owners thereof.

#### **IV. Development Agreements:**

By virtue of the Development Agreements (being the Two Development Agreements, as hereinafter defined), the said Alcove Developers LLP acquired development rights in respect of the said Property / Premises, amongst other properties.

#### **THE SEVENTH SCHEDULE ABOVE REFERRED TO:** **(Broad Infrastructure)**

- A. Areas installations facilities and amenities which are proposed to be serving and for common use and enjoyment of the said Municipal Holding No.449/A G.T. Road and Both the said Nearby Properties (i.e. Municipal Holding No.449/A/1 G.T. Road and Municipal Holding No.449/A/2 G.T. Road):
- i) Transformer (s) / Sub-station (s) at Municipal Holding No. 449/A G.T. Road & passing of electrical cables & wiring etc;
  - ii) Such other areas, installations, amenities and facilities as the Promoter may from time to time decide;

Common expenses pertaining to the aforesaid items of Broad Infrastructure shall be shared proportionately between (i) the said Municipal Holding No. 449/A/2 G.T. Road; (ii) the said Municipal Holding No.449/A G.T. Road; and (iii) the said Municipal Holding No.449/A/1 G.T. Road.

- B. Areas installations facilities and amenities which are proposed to be serving and for common use and enjoyment of the said Municipal Holding No.449/A/2 G.T. Road and the said Municipal Holding No. 449/A/1 G.T. Road:
- i) Private Passage/Road at Municipal Holding No. 449/A, G.T. Road for access from main G.T. Road to (i) the said Municipal Holding No.449/A/2 G.T. Road; and (ii) the said Municipal Holding No.449/A/1 G.T. Road , and the owners and occupiers of Municipal Holding No. 449/A, G.T.Road will not be entitled to use the same on day to day basis;
  - ii) Underpass connecting Municipal Holding No. 449/A, G.T. Road and the said Municipal Holding No.449/A/1 G.T. Road;
  - iii) Passages /Roads within the Municipal Holding No.449/A/1 G.T. Road necessary for access to Municipal Holding No. 449/A/2 G.T. Road and also necessary for access to other Broad Infrastructure;
  - iv) Riverside Promenade including Ghat at Municipal Holding No.449/A/1 G.T. Road;
  - v) Jetty having access from Municipal Holding No.449/A/1 G.T. Road;
  - vi) Transformer(s) at the said Two Municipal Holding No.449/A/2 G.T. Road and Municipal Holding No.449/A/1 G.T. Road, as applicable & passing of electrical cables & wiring etc.
  - vii) Separate Gate (being part of the Main Gate) at Municipal Holding No. 449/A, G.T. Road for access to (i) the said Municipal Holding No.449/A/2 G.T. Road; and (ii) the said Municipal Holding No.449/A/1 G.T. Road;
  - viii) Temple at Municipal Holding No.449/A/1 G.T. Road;
  - ix) Such other areas, installations, amenities and facilities as the Promoter may from time to time decide;
  - x) Underpass connecting Municipal Holding No.449/A/1 G.T.Road and Municipal Holding No.449/A/2 G.T.Road;
  - xi) Ferry Service for the residents of (i) the said Municipal Holding No.449/A/1 G.T.Road; and (ii) the said Municipal Holding No.449/A/2 G.T.Road and their guests, to be arranged by the Promoter and to be operated by an independent agency on chargeable basis;

The Common Expenses pertaining to item Nos.(i) to (ix) aforesaid shall be shared proportionately between (i) the said Municipal Holding No.449/A/2 G.T.Road; and (ii)

the said Municipal Holding No.449/A/1 G.T.Road; and the Expenses pertaining to item No.(x) aforesaid shall be borne and paid by the owners and occupiers of the said Municipal Holding No.449/A/2 G.T.Road alone, since they will be the only ones to use and enjoy the same on day to day basis; and insofar as item No.(xi) aforesaid is concerned, the expenses thereof shall be met out of the income generated therefrom and in case of any shortfall, the same shall be shared proportionately between (i) the said Municipal Holding No.449/A/2 G.T.Road; and (ii) the said Municipal Holding No.449/A/1 G.T.Road.

However, the use of Riverside Promenade, including Ghat, at Municipal Holding No.449/A/1 G.T.Road, as also the Jetty, having access from Municipal Holding No.449/A/1 G.T.Road, and the Ferry Service, will be allowed in a restricted manner till full completion of the Project "Sangam" at the said Municipal Holding No.449/A/1 G.T.Road, and till that time only portions thereof shall be available for use by the allottees of the said Project "Prayag" as may from time to time be determined and found expedient by the Promoter at its absolute discretion.

Minor variations in the Broad Infrastructure have been made since the same were originally conceptualized, as is reflected in this Schedule, with liberty to the Promoter to make further variations and changes from time to time, to which the Allottee hereby consents.

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- (i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- (ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- (iii) **REGULATIONS** shall mean the Regulations (if any) made under the Real Estate (Regulation and Development) Act, 2016.
- (iv) **SECTION** shall means a section of the Act.
- (v) **SAID PREMISES** shall mean the Municipal Holding No.449/A G.T. Road, P.S. Serampore, Dist- Hooghly, PIN-712202, West Bengal, in Ward No. 19 of the Serampore Municipality, having a land area of 2.815 Acres (i.e. equivalent to 122621.4 Sq.ft.) more or less comprised in various Dags and recorded in various Khatians, in Mouza-Mahesh, J.L.No.15, morefully and particularly mentioned and described in the **FIRST SCHEDULE**.
- (vi) **PROJECT AND/OR BUILDING AND/OR NEW BUILDING** shall mean and include the Building named "**New Kolkata - Triveni**", for the time being proposed to consist of Basement + Lower and Upper Ground Floor + 9 Floors be constructed by the Promoter at the said Premises, containing several independent and self contained units / commercial / semi-commercial / apartments / offices / showrooms, parking spaces and other constructed areas and other saleable spaces, with liberty to the Promoter to modify and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same.
- (vii) **ALLOTTEES / CO-OWNERS / UNIT-HOLDERS** according to the context shall mean all the buyers / owners who from time to time have purchased or have agreed to purchase from the Promoter and taken possession of any Unit in the Project including the Promoter for those units and other constructed spaces not alienated by the Promoter and/or Land Owners and/or reserved and/or retained by the Promoter for its own exclusive use and/or not sold by the Promoter.
- (viii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the said Premises mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Co-owners, Subject to such variations or relocations as the Promoter may from time to time make therein.  
  
**It is clarified that** the Common Areas and Installations shall not include the parking spaces except exclusive terraces (if any) at different floor levels attached to any particular unit or units, exclusive greens / gardens (if any) attached to any particular unit or units and other open and covered spaces at the said Premises and the Building which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.
- (ix) **NEARBY PROPERTIES** shall mean the following properties, development rights whereof are presently with the Promoter:
  - (a) Municipal Holding No.449/A/2 G.T. Road; and
  - (b) Municipal Holding No.449/A/1 G.T. Road;
- (x) **BROAD INFRASTRUCTURE** shall mean those areas installations facilities and amenities which are proposed to be serving and for common use and enjoyment of the said Premises and the said Nearby Properties or Two of them, details whereof are mentioned in the **Seventh Schedule**. Some of the areas installations

facilities and amenities comprising the Broad Infrastructure are proposed to be common between the said Project at the said Premises and the said Nearby Properties and some are proposed to be common between the said Municipal Holding No.449/A/1 G.T. Road and the said Municipal Holding No.449/A/2 G.T. Road, as mentioned in the **Seventh Schedule**.

The Allottee shall not have any proportionate share title ownership or interest in the said Broad Infrastructure, but merely the right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto in the manner elsewhere herein mentioned. **It is clarified that** the final Broad Infrastructure shall be determined by the Promoter in due course of time, to which the Allottee hereby consents.

All of the said Broad Infrastructure are presently proposed or intended to be under the management control and charge of the Promoter initially and upon the project at the said Nearby Properties being developed, the Promoter intends (without being obliged) to hand over such management control and charge thereof (except the underpass leading from Holding No. 449/A/1 G.T. Road to Municipal Holding No.449/A/2) to the Association of Allottees of the proposed project at Municipal Holding No.449/A/1 G.T. Road, which shall be obliged to provide services thereof to the owners and occupiers of Municipal Holding No. 449/A/2 G.T. Road, subject to payment of proportionate common expenses and maintenance charges pertaining thereto. The underpass leading from Holding No.449/A/1 G.T. Road to Municipal Holding No. 449/A/2 G.T. Road is intended to be in management control and charge of the Association of Allottees of the Project at Municipal Holding No. 449/A/2 G.T. Road. Notwithstanding the aforesaid, it is agreed and clarified that the Promoter shall be titled to create a separate body/entity, be it a company, firm, society, association etc., for taking over charge of and managing maintaining up keeping and administering the said Broad Infrastructure;

It is expressly agreed understood and made clear that all or some of the elements of Broad Infrastructure may be created and installed after delivery of possession of the said Unit to the Allottee.

- (xi) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Project and in particular the Common Areas and Installations and rendition of common services in common to the co-owners of the Project and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Co-owners, along with a proportionate share of all expenses pertaining to Broad Infrastructure.
- (xii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders/ Co-owners in the Project for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- (xiii) **UNITS** shall mean the independent and self-contained units / apartments / commercial / semi-commercial / apartments / offices / showrooms and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Project at the said Premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / store room (s) and/or Parking right (s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective units and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto.
- (xiv) **PARKING SPACES** shall mean covered parking spaces in or portions of the Basement and the Lower Ground Floor (Parking) Levels of the Building at the said Premises and also the multi level mechanical parking system (if installed) as

expressed or intended by the Promoter at its sole discretion for parking of motor cars, two wheelers and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his /her vehicle from time to time as be required).

The Promoter has assured the Allottee that the Promoter shall allot parking spaces/rights in the Project only to persons who shall acquire/agree to acquire Units/Apartments and other constructed spaces in the Project.

- (xv) **CARPET AREA** according to the context shall mean the net usable floor area of any Unit /Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit /Apartment;
- (xvi) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any unit in the Project and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.), if any, therein **PROVIDED THAT** if any wall or column or pillar be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit.
- (xvii) **SUPER BUILT-UP AREA** according to the context shall mean and include the Built-Up Area of any Unit **And** shall include the proportionate share of the areas of the Common Areas in the Project, attributable to such Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Super Built-up Area has been given only for reference sake and calculation of maintenance charges and has nothing to do with the pricing of the said Unit agreed to be purchased by the Allottee.
- (xviii) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning:

The proportionate share of the Allottee in the Common Areas and Installations shall be the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the said Premises.

**PROVIDED THAT** where it refers to the share of the Allottee or any Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);

A proportionate share of all common expenses pertaining to the Broad Infrastructure shall be debited to the Project at the said Premises, and the same shall be borne paid shared and contributed by the Co- Owners / Unit-Holders of the Project at the said Premises, such proportionate share to be derived as follows:

- (a) In case the same pertains to item No. A of the Broad Infrastructure mentioned in the **Seventh Schedule** (i.e.to be used in common by the owners and occupiers of all the Projects at Municipal Holding No.449/A/1 G.T. Road, Municipal Holding No.449/A/2 G.T. Road and Municipal Holding No. 449/A G.T. Road), then the proportionate share attributable to the said Project at the said Premises shall be the proportion in which the Carpet Area of the said Project at the said Premises may bear to the Carpet Area of all the other Projects entitled to user and enjoyment of the

same in common;

- (b) Insofar as item No. B of the Broad Infrastructure mentioned in the **Seventh Schedule** (i.e. to be used in common by the owners and occupiers of Municipal Holding No.449/A/1 G.T. Road and Municipal Holding No.449/A/2 G.T. Road) is concerned, the same shall be shared by the owners and occupiers of Municipal Holding No.449/A/1 G.T. Road and Municipal Holding No.449/A/2 G.T. Road; and the allottees of the said Project shall not be liable therefor;
- (xix) **SAID APARTMENT / UNIT** shall mean the **Apartment / Unit / Commercial Space / Office / Showroom / Semi-Commercial Space No.\_\_\_\_** (in Warm Shell condition) on the \_\_\_\_\_ **Floor** of the Building to be constructed at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE**, with attached balconies / verandah / store room (if any), **and wherever the context so permits** shall include the Allottee's proportionate undivided indivisible variable impartible share in the Common Areas and Installations **and further wherever the context so permits** shall include the right of parking one or more motor car/s/two-wheeler/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace / Exclusive Garden/Green attached to the said Unit if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE;**
- (xx) **DEVELOPMENT AGREEMENTS** shall mean the following Development Agreements:
- (a) Development Agreement dated 25th January 2017 made between the said **Happy Niketan Private Limited** as the Land Owner of the First Part, Alcove Developers LLP as the Developer of the Second Part, (i) Shri Utsav Parekh (ii) Shri Ghanshyam Sarda and (iii) Shri Ajay Kayan as the Land Owner's Guarantors of the Third Part and Shri Amar Nath Shroff, as the Developer's Guarantor of the Fourth Part and registered with the Additional Registrar of Assurances-III, Kolkata in Book I Volume No.1903-2017 Pages 27157 to 27238 Being No.190300840 for the year2017;
- (b) Development Agreement dated 25<sup>th</sup> January 2017 made between the said **Sukhjit Commosales Private Limited** as the Land Owner of the First Part, Alcove Developers LLP as the Developer of the Second Part, (i) Shri Utsav Parekh (ii) Shri Ghanshyam Sarda and (iii) Shri Ajay Kayan as the Land Owner's Guarantors of the Third Part and Shri Amar Nath Shroff, as the Developer's Guarantor of the Fourth Part and registered with Additional Registrar of Assurances-III, Kolkata in Book No. I Volume No.1903-2017, Page from 27239to 27310, Being No.190300839 for the year 2017;
- (xxi) **ASSOCIATION / MAINTENANCE COMPANY** shall mean any Association formed in accordance with the law or any Company incorporated under any provisions of the Companies Act, 2013 or any Syndicate Committee or Registered Society or any other Association of Persons of the Co-owners, that may be formed by the Promoter in accordance with the Act and Rules for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- (xxii) **MAINTENANCE IN-CHARGE** shall upon formation of the Association / Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association / Maintenance Company and till such time the Association / Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- (xxiii) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the

said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, which ever be earlier.

- (xxiv) **ARCHITECTS** shall mean (i) M/s. Hafeez Contractor of 29, Bank Street, Mumbai-400023; and (ii) M/s. Innate of 26/2, Ballygunge Circular Road, Udayan Park, Flat No.-7, 3<sup>rd</sup> Floor, Kolkata-700019 or such other Architect or Architects as may be appointed by the Promoter from time to time for the project at the said Premises;
- (xxv) **ADVOCATES** shall mean Messrs. Saraogi & Company, Advocates of No.7B Kiran Shankar Roy Road, Kolkata 700001 appointed for the said Project at the said Premises;
- (xxvi) **PLAN** shall mean the plan for the time being sanctioned by the Serampore Municipality on 28.09.2018 connected to Petition No. 855 of 2018-19 as extended on 09.09.2022 vide Building Permit Number: SWS-OBPAS/1811/2022/0087/REN/1, for construction of the Building at the said Premises and shall include sanctionable modifications thereof and/or additions or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Land Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / floors as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Common Areas and Installations shall be and/or is likely to stand reduced.

It is expressly mentioned that additional floors are proposed to be sanctioned on the presently sanctioned Building for consuming the additional FAR (Floor Area Ratio) on account of "Green Building" as elsewhere herein stated and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. It is clarified that the foundation of the Building has been planned to take the entire load of additional floors.

- (xxvii) **STRUCTURAL ENGINEER / CONSULTANT** shall mean M N Consultants Pvt. Ltd. of MNC House, 1516 Rajdanga Main Road, Kolkata-700107 or such other Engineer/Consultant as may be appointed by the Promoter from time to time for the project at the said Premises;
- (xxviii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- (xxix) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

- (xxx) The expression **ALLOTTEE/PURCHASER** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and

- administrators;
- (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators and/or successors;
  - (d) In case the Allottee be a company, then its successors or successors-in-office;



**MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:**

1. As a matter of necessity, the ownership and enjoyment of the units / apartments by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee herein) shall be bound and obliged:
  - (a) To co-operate with the Maintenance In-charge in the management and maintenance of the Project /said Premises and the common purposes;
  - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Project /said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association / Maintenance Company, as the case may be. The Allottee shall not hold the Promoter or the Land Owner or the Maintenance In-charge liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.
  - (c) To allow the Maintenance In-charge and their authorized representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within 48 (forty-eight) hours of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies/exigencies, no such notice shall be required to be given;
  - (d) to use the said Unit only for lawful commercial purposes for which the same is sanctioned and in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Promoter and/or the Land Owners to use or permit to be used any other commercial space / unit in the Project for residential or other purposes;
  - (e) to install fire fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
  - (f) to carry out all fit-out works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
  - (g) to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars / two wheelers, as applicable.
  - (h) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
  - (i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
  - (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Project free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
  - (k) not to claim any right whatsoever or howsoever over any unit or portion in the

Project save their respective units.

- (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building / Project save a decent nameplate outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his apartment / unit.
- (m) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Project / said Premises or may cause any increase in the premia payable in respect thereof.
- (n) Not to alter the outer elevation of the Building / Project or any part thereof nor decorate the exterior of the Building / Project or the said Premises otherwise than in the manner agreed by the Maintenance In- charge in writing or in the manner as near as may be in which it was previously decorated.
- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Project nor allow or permit any other person to do so.
- (p) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Project.
- (q) To keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units / parts of the Project and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams or columns or load bearing shared walls passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (r) In case any balcony / verandah / open terrace be attached to any unit, then the same shall be a right appurtenant to such unit and the right of use and enjoyment thereof shall always travel with such unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
  - (i) The Allottee thereof shall not be entitled to sell convey transfer or assign such balcony/verandah/open terrace independently (i.e. independent of the unit owned by such Allottee);
  - (ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such balcony/verandah/open terrace nor cover the same in any manner, including *Shamianas* etc.;
  - (iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - (iv) Not display any sign board, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony / verandah / open terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light there from disturbing others.
- (s) In the event any Allottee has been allotted any right of parking motor car / two wheeler or other vehicle within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
  - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car / two wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car / two wheeler thereat;

- (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car/ two wheeler at such Parking Space or allow or permit any one to park car/two wheeler or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person, with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the unit only to any other owner of unit in the Project and none else;
  - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part there of nor cover such parking space by erecting walls/barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car / two wheeler or any other vehicle nor shall claim any right of parking motor car / two wheeler or any other vehicle in or at the driveways pathways or passages within the Project or any other portion of the said Premises save at the allotted Parking Space;
  - (v) The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association /Maintenance Company with regard to the user and maintenance of the parking spaces in the Project and the said Premises.
  - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owners and the Maintenance In-charge with regard thereto.
- (t) In the event any Allottee has been allotted any store room / servant quarter, whether jointly with the unit or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such store room / servant quarter only for the purpose of storage or lodging of servant, as applicable, and for no other purpose whatsoever;
  - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room/servant quarter or part with possession of the same, independent of his Unit;
  - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the store room / servant quarter.
  - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room/servant quarter and shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association / Maintenance Company with regard thereto.
- (u) In case any exclusive right to use any space, to be used as garden, be attached to any unit, then the same shall be a right appurtenant to such unit and the right of use and enjoyment thereof shall always travel with such unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- (i) The allottee thereof shall not be entitled to sell convey transfer or assign such space independently (i.e. independent of the unit owned by such Allottee);
  - (ii) The allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) in such space nor cover the same in any manner, including *Shamianas* etc.;
  - (iii) The allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - (iv) The allottee thereof shall not display any signboard, hoarding or advertisement etc. in such space so as to be visible from outside nor to hold any function thereat so as to emit noise or light there from disturbing

- others.
- (v) The allottee thereof shall maintain such space at its own costs and expenses.
  - (vi) The allottee thereof shall use such space only as a garden and nothing else and in doing so to ensure that there is no heavy load thereat on account of soil, mud, water etc.
  - (vii) The allottee thereof shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of such space.
  - (viii) The allottee thereof shall remain liable for payment of all municipal and other rates and taxes and all other outgoings payable in respect of such space, it being clarified that common area maintenance charges shall not be applicable to the same, and the allottee thereof shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association / Maintenance Company with regard thereto.
- (v) Not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Allottees.
  - (w) Not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
  - (x) Not to drill, break, maim, hammer or in anyway damage destroy or adversely affect the beams, columns, walls etc., nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
  - (y) not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balconies / verandahs / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
  - (z) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Services Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and the rules made thereunder and shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
  - (aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions(including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made there under) of the Government, any Development Authority, CESC, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project and to make such additions and alterations in or about or relating to their respective units and /or the Project as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible there for and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Land Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any

of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.

- (bb) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- (cc) not to fix or install air conditioners in their respective units save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective units approved by the Promoter and/or the Maintenance In-charge and shall further ensure that all water discharged by the air conditioning units is drained within their respective units.
- (dd) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the unit which in the opinion of the Promoter or the Association / Maintenance Company differs from the colour scheme of the building / Project or deviation of which in the opinion of the Promoter or the Association / Maintenance Company may affect the elevation in respect of the exterior walls of the building / Project and if so done by any Allottee, such Allottee shall be liable to reimburse to the Promoter and/or the Association/ Maintenance Company, the actual costs, charges and expenses for restoring the concerned unit to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (ee) not to make in the unit / apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and / or the Land Owners and/or other Allottees and shall fully indemnify them and each of them.
- (ff) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the Deemed Date of Possession / Date of Commencement of Liability:-
- (i) Municipal and other rates and taxes, khajana and water tax, if any, whether existing or as may be imposed or levied at any time in future, assessed on or in respect of their respective Units / Apartments directly to the authorities concerned Provided That so long as their respective Units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Promoter / Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Premises;
  - (ii) Electricity charges for electricity consumed in or relating to their respective Units / Apartments.
  - (iii) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee herein shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ \_\_\_\_\_ , plus applicable GST, if any. The said minimum rate is applicable for a period of \_\_ (\_\_\_) year from the date of issue of Occupancy Certificate and thereafter the same shall be calculated @Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only per Square Foot per month on the Super Built-up Area of the said Unit. The said maintenance charges shall be subject to revision from time to

time as be deemed fit and proper by the Promoter/Association/Maintenance Company at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.

- (iv) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC from its consumers for the delay payment of its bills).
- (gg) to observe such other covenants as be deemed reasonable by the Promoter and/or the Association / Maintenance Company from time to time for the common purposes.
- (hh) the Allottee is aware that the Promoter has undertaken the construction of the said Project by following the norms and practices applicable to Green Buildings and the said Project has been granted pre-certified platinum rating by Indian Green Building Council (IGBC). The Allottee shall remain bound to abide by the practices, norms, guidelines for water conservation, handling of house-hold waste, energy efficiency, beautification and greenery and other like features of the green buildings for the benefit of the Project. The Allottee shall ensure that the norms, practices and the legal requirements / guidelines of SEAC / SEIAA /Pollution Control Board in relation to the operation and maintenance (O&M) of the common facilities viz. STP, Solid Waste System, Solar Street Lights etc., within the Project are duly and regularly observed, fulfilled and abided by the Allottee and the Maintenance Company / Association. Without prejudice to the above, the Allottee shall observe fulfill and comply with the following norms guidelines and conditions:
- (a) If the Allottee installs any air conditioning machine in his apartment / unit then it will be mandatory for him to use Non-CFC based AC units.
- (b) The Allottee shall compulsorily install the exhaust fan to use below mentioned rating fan unit for his unit / apartment:

Location	Floor Area	Minimum Airflow
Kitchen	≤ 9.30 sq.m (100 sq.ft)	100 cfm
Bathroom	≤ 4.64 sq.m (50 sq.ft)	50 cfm
For Kitchen and Bathroom with higher flow areas than the above values, air flow will have to be proportionally increased.		
The Allottee shall ensure that the exhaust systems take away the polluted indoor air to the outdoors and exhaust outlet into common areas is not allowed.		

- (c) The Allottee shall compulsorily use the below mentioned paint over Putty or Gypsum in his unit / apartment:

Type of Material	VOC Limit (g/L less water)
<b>Paints:</b>	
Non-flat (Glossy paints)	150
Flat (Mat) paints	50
Anti-corrosive/ anti-rust paints Varnish	250 350
<b>Adhesives</b>	
Glazing adhesives	100
Tile adhesives	65
Wood adhesives	30
Wood flooring adhesives	100

2. No auto-rickshaws, totos (electric rickshaw) or rickshaws shall be allowed to enter the Project, including from the Gate / Entrance at the G.T. Road (being part of the Broad Infrastructure).
3. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and / or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letter box specifically provided for the said Unit or with the security guard of the Project. In case of any discrepancy or dispute that the Allottee may have with regard to such bills, the same shall be sorted out within a reasonable time Provided That the payment shall not be with-held by the Allottee owing there to. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date.
4. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building / Project and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other co-owners proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
5. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of \_\_% (\_\_ percent) per mensem on all the amounts in arrears, as also all expenses on account of disconnection and/or reconnection of utilities and facilities, and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
  - (i) Disconnect the supply of electricity (if provided through sub-meter) to the said Unit;
  - (ii) Withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
  - (iii) To demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
  - (iv) To display the name of the Allottee as a defaulter on the notice board of the Project / Building.
- 5.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection /

discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

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**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_**

**BETWEEN**

**ALCOVE DEVELOPERS LLP**

**...PROMOTER/DEVELOPER**

**AND**

**(1) HAPPY NIKETAN PVT. LTD.  
(2) SUKHJIT COMMOSALES PVT.LTD.**

**...OWNERS/LANDOWNERS**

**AND**

**... ALLOTTEES/PURCHASER**

**AGREEMENT FOR SALE**

(Unit No. \_\_\_ on the \_\_\_\_\_ Floor in the Building of  
the Project "**NEW KOLKATA - TRIVENI**")

**SARAOGI & COMPANY**

Advocates

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Punwani Chambers, 2nd Floor,  
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