

**DRAFT AGREEMENT FOR RERA COMPLIANCE**

**ANNEXURE 'A'**

[See rule 9]

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made this \_\_\_\_\_ day of \_\_\_\_\_, **TWO THOUSAND AND TWENTY-THREE (2024)**

**BETWEEN**

**SRI CHANDRANATH BANERJEE (PAN NO. AAJPB6513E)**, son of Sri Sisir Kumar Banerjee, by faith Hindu, by occupation Business, residing at No.9/A, Dr. Suresh Sarkar Road, Kolkata -700014, Police Station -Entally, represented by his Constituted Attorney Sri Dipak Kumar Kolay (**PAN NO. AFYPK9663G**) and (AADHAR NO.....), son of Late Gopi Krishna Kolay, by faith Hindu, by occupation Business, working for gain at premises No.6, Puran Chand Nahar Avenue, Kolkata-700013, Police Station : Taltalla, herein after Called as the **OWNER** (which term or expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

**AND**

**M/S. RETREAT CONSTRUCTION AND HOUSING PRIVATE LIMITED (PAN NO. AACCR8725J)**, a company under the provisions of Companies Act, 1956, having its registered Office at 6, Puran Chand Nahar Avenue, Kolkata-700013, Police Station : Taltalla, represented by Sri Dipak Kumar Kolay (**PAN NO. AFYPK 9663 G**), son of Late Gopi Krishna Kolay, by faith Hindu, by occupation Business, working for gain at premises No. 6, Puran Chand Nahar Avenue, Kolkata-700013, Police Station : Taltalla, herein after called the **DEVELOPER/SELLER/PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include its successor/successors in interest, legal representatives and/or assigns) of the **SECOND PART**.

Retreat Construction  
& Housing Pvt. Ltd.  
*Sri Dipak Kumar Kolay*  
Director

AND

**M/s**....., a company under the provisions of Companies Act, 1956, having its registered Office at .....**rep**resented by .....hereinafter called the **PURCHASER/ ALLOTTEE** (which term or expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include its successor/successors in interest, legal representatives and/or assigns) of the **THIRD PART**.

**WHEREAS:**

**CHAPTER-I # DEFINITIONS**

I. Unless, in this agreement, there be something contrary or repugnant to the subject or context:

1A.1 "ACT" means the Real Estate (Regulation and Development) Act, 2016 ( West Bengal Act XLI of 2016);

1A.2 RULES means the West Bengal Real Estate (Regulation and Development) Rules, 2021;

1A.3 REGULATIONS means the Regulations made under the West Bengal Real Estate (Regulation and Development) Act, 2016;

1A.4 SECTION means a section of the Act.

1A.5 **ARCHITECT** shall mean and include such person or firm who may be appointed as architects of the building by the Developer.

1A.6 **NEW BUILDING/BUILDING** shall mean the proposed multistoried building to be constructed by the Developer at the said Property in accordance with the Sanctioned Building Plan.

1A.7 **OWNER** wherever it is appearing shall mean and include **SRI CHANDRANATH BANERJEE (PAN NO. AAJPB6513E)** ,son of Sri Sisir Kumar Banerjee, by faith Hindu, by occupation Business, residing at No.9/A, Dr. Suresh

Sarkar Road, Kolkata -700014, Police Station -Entally, represented by his Constituted Attorney Sri Dipak Kumar Kolay (**PAN NO.AFYPK9663G**)and(AADHAR NO.....),son of Late Gopi Krishna Kolay, by faith Hindu, by occupation Business, working for gain at premises No.6,Puran Chand Nahar Avenue, Kolkata-700013, Police Station : Taltalla represented by his Constituted Attorney Sri Dipak Kumar Kolay(**PAN NO. AFYPK9663G**) and (AADHAR NO.....),son of Late Gopi Krishna Kolay, by faith Hindu, by occupation Business, working for gain at premises No.6,PuranChand Nahar Avenue, Kolkata-700013, Police Station : Taltalla and shall include their heirs, executors, administrators, legal representatives and assigns;

- 1A.8 **DEVELOPER/PROMOTER** shall mean and include the said **M/S. RETREAT CONSTRUCTION AND HOUSING PRIVATE LIMITED(PAN NO. AACCR8725J)**, a company under the provisions of Companies Act, 1956, having its registered Office at 6, Puran Chand Nahar Avenue, Kolkata-700013, Police Station : Taltalla, represented by Sri Dipak Kumar Kolay (**PAN NO. AFYPK9663G**), son of Late Gopi Krishna Kolay, by faith Hindu, by occupation Business, working for gain at premises No. 6, Puran Chand Nahar Avenue, Kolkata-700013, Police Station : Taltalla and its successor or successors - in - interest, transferors, nominee/s and/or assigns.
- 1A.9 **PURCHASER** shall mean and include his/her/their heirs executors, administrators, representatives and assigns, but not include nominee or nominees.
- 1A.10 **COMMON FACILITIES/PORTIONS** shall include paths passages, stairways, elevator, water courses, drains, sewers and other spaces and facilities whatsoever expressly to be specified by the Developer upon completion of the new building for enjoyment by the Flat/Unit Owners as morefully defined in Section 2(n) of the RERA Act

- 1A.11 **MAINTENANCE -IN-CHARGE** shall mean and include the Developer herein till the formation of the Association to be formed by the Developer.
- 1A.12 **CONSTRUCTED SPACE** shall mean the space in the said New Building available for independent use and occupation including the space demarcated for common facilities and services.
- 1A.13 **PROPERTY/PREMISES** shall mean and include the said **Property** morefully and particularly mentioned and described in THE PART-I OF THE **FIRST SCHEDULE** hereunder written.
- 1A.14 **“Unit”** shall mean the independent and self-contained Commercial Space, shops, showrooms, offices and other constructed spaces in the Building at the said premises capable of being exclusively held or occupied by a person and morefully described in the **Part-II** of the First Schedule to be constructed as per the specification mentioned in **Part-IV** of the First Schedule and within the time as mention in the **Part—V** of the First Schedule hereunder written.
- 1A.15 **“Parking Spaces”** shall mean right to keep Car in the designated space in or portion at the ground level of the said premises.
- 1A.16 **PLAN** shall mean the map or plan sanctioned by the KOLKATA MUNICIPAL CORPORATION being Sanctioned Building Plan No. 2014060039 dated 18/01/2021 for construction of the said New Buildings on the said Property morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer .
- 1A.17 **“Co-owners”** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed

to purchase and taken possession of any Unit including the Developer for those units not alienated or agreed to be alienated by the Developer.

- 1A.18 **“Payment schedule to be followed by the Purchaser/Allottee”** shall mean and include such time line the Purchaser shall follow in making all payments on demand by the Developer, within the stipulated time as mentioned in the Payment Plan in favour of the Developer as morefully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written.
- 1A.19 **“Common Areas and Installations”** shall mean and include the areas installations and facilities comprised in the said premises as defined in Section 2(n) of the RERA Act.
- 1A.20 **“Common Expenses”** shall mean and include all expenses for the maintenance, management, upkeep, security and administration of the said premises and in particular the Common Areas and Installations and rendition of common services in common to the Co-owners and all other expenses for the Common Purposes including those mentioned in the **FIFTH SCHEDULE** hereunder written to be contributed borne paid and shared by the Co-owners.
- 1A.21 **“Common Purposes”** shall mean and include the purposes of managing, maintaining, up-keeping, security and administering the said premises and in particular the Common Areas and Installations, rendition of services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners of the Unit 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.
- 1A.22 **“built-up area”** according to the context shall in relation to the said Unit in the Building mean and include the covered/plinth/built-up area of such Unit and include the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column 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.

- 1A.23 **“saleable area”** according to the context shall in relation to the said Unit in the Building mean and include the carpet area of the said Unit and proportionate share of the area of the Common Areas and Installations.
- 1A.24 **“said Unit”** shall mean the Unit morefully and particularly mentioned and described in the Part II of the First **SCHEDULE** hereunder written and wherever the context so permits shall include the right of parking one motor car at the Parking Space at the said premises, if so specifically and as expressly mentioned and described in the Part III of the First **SCHEDULE**.
- 1A.25 **“Advocates”** unless changed by the Developer, shall mean SRI MANAS DASGUPTA, Advocate of 4, Kiran Sankar Roy Road, Ground Floor, Room No. 11, Kolkata-1 appointed by the Developer for preparation of necessary agreements and instruments for transfer of the Units in the Building and for formation of the Association and its taking charge of the acts relating to the Common Purposes or such other person who may from time to time be appointed by the Developer as their Advocates for the said purposes.
- 1A.26 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, Lockdown, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owner AND THE MATTERS TO WHICH THE DEVELOPER HAS NO DIRECT CONTROL.

- 1A.27 **NOTICE** shall mean and include all notices to be served hereunder by either of the parties of this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in the Agreement for Sale
- 1A.28 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to PURCHASER thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.
- 1A.29 Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- 1A.30 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**.

#### **CHAPTER-II # RECITALS:**

##### **WHEREAS:**

1. Originally one Mahendra Nath Banerjee was the absolute owner in respect of piece/parcel of land admeasuring about 9 Cottahs 15 Chittacks 15 square feet together with 3 storied building standing thereon lying and situated previously at premises No. 20, New Park Street, Calcutta-700017 now known as No. 179, Park Street, Kolkata- 700017 comprised in Division-V, Sub-Division-B, in Dihi Panchanangram under Registration Office Sealdah under Calcutta Improvement Trust (C.I.T.) Scheme No. VIII under Ward No. 61 of Kolkata Municipal Corporation, Police Station Beniapukur, hereing purchased the said property from the Association for Advancement of Scientific and Industrial Education of Indians on 2<sup>nd</sup> October 1931 vide a Sale Deed registered at Sub-Registration Office Sealdah and duly recorded in office Book No. I, Volume No. 23, Page Nos. 159 to 162 Being No. 1517 for the year 1931.

2. While seized and possessed of the said property, the said Mahendra Nath Banerjee, executed a WILL & Testament dated 7<sup>th</sup> September 1936 bequeathing the said property to his grandson Sisir Kumar Banerjee, the Vendor herein (hereinafter referred to 'the said WILL').

3. Upon demise of the said Mahendra Nath Banerjee, his wife Smt. Nalinibala Devi and two sons namely Sri Rishikesh Banerjee and Sri Kumud Ranjan Banerjee being the executors/executrix obtained Probate of the said WILL dated 7<sup>th</sup> September 1936.

4. After the grant of PROBATE of the said WILL one Sri Ajit Banerjee and Sri Adhir Kumar Banerjee both minor sons of Sri Bhadreswar Banerjee, instituted a suit for proper construction of the PROBATED WILL of Late Mahendra Nath Banerjee, before the Learned Second Additional Judge at Alipore, 24-Parganas being Title Suit No. 85 of 1939. On 6<sup>th</sup> May 1941 the said Title Suit was settled out of Court, vide a "Solenama field before the Court and final Decree in the Said T. S. No. 85 of 1939 was drawn on 15<sup>th</sup> September 1944 and the same was signed on 22<sup>nd</sup> December 1945 by the Learned Second Additional Sub-Judge, 24-Parganas at Alipore.

5. By virtue of the said WILL dated 7<sup>th</sup> September 1936 and the final Decree passed in the Title Suit No. 85 of 1939 the said Sri Sisir Kumar Banerjee became the absolute owner of the said property i.e. all that "price/parcel of land measuring about 9 Cottahs 15 Chittacks 15 square feet together with 3 storied building standing thereon lying and situated previously at premises No. 20, New Park Street, Calcutta-700017 now known as No. 179, Park Street, Kolkata-700017, Police Station - Beniapukur comprises in Division-V, Sub-Division-B, in Dihi Panchanagram under Sub-Registration Office Sealdah under Calcutta Improvement Trust (C.I.T.), Scheme No. VIII, within Ward No. 61 of Kolkata Municipal Corporation, hereinafter referred to as '**the said property**' more fully and particularly described in the First Schedule written hereinafter.



6. The said Sisir Kumar Banerjee, while seized and possessed of the said property mutated his name in the records of the Kolkata Municipal Corporation and paid upto date taxes.

7. The said Sisir Kumar Banerjee, thereafter executed a Deed of Gift on 20<sup>th</sup> September, 2010 in favour of his son Sri Chandranath Banerjee making a free gift of **ALL THAT the** price and parcel of land measuring about 9 Cottahs 5 Chittacks 15 square feet together with 3 storied building standing thereon lying and situated previously at premises No. 20, New Park Street, Calcutta-700017 now known as No. 179, Park Street, Kolkata-700017, Police Station – Beniapukur comprises in Division-V, Sub-Division-B, in Dihi Panchanangram under Sub-Registration Office Sealdah under Calcutta Improvement Trust (C.I.T.), Scheme No. VIII, within Ward No. 61 of Kolkata Municipal Corporation together with three storied fully tenanted building having an area of about 3990 **Sq.ft.**, more fully and particularly described in the **FIRST SCHEDULE** thereunder written and hereinafter for the sake of brevity referred to as “ **THE SAID PROPERTY**” and the said Chandranath Banerjee accepted the said gift and the said Deed of Gift was registered in the Office of the Additional District Sub Registrar, Sealdah and recorded in Book No.1, CD Volume No. 6, Page Nos. 4406 to 4418, being No. 02728 for the 2010.

8. By virtue of the said Deed of Gift, the said Sri Chandranath Banerjee became the absolute owner of **ALL THAT the** price and parcel of land measuring about 9 Cottahs 5 Chittacks 15 square feet together with 3 storied building standing thereon lying and situated previously at premises No. 20, New Park Street, Calcutta-700017 now known as No. 179, Park Street, Kolkata-700017, Police Station – Beniapukur comprises in Division-V, Sub-Division-B, in Dihi Panchanangram under Sub-Registration Office Sealdah under Calcutta Improvement Trust (C.I.T.), Scheme No. VIII, within Ward No. 61 of Kolkata Municipal Corporation together with three storied fully tenanted building having an area of about 3990 **Sq.ft.**, hereinafter referred to as ‘**the said property/Premises**’ more fully and particularly described in the First Schedule written hereinafter.

9. In the manner aforesaid the First Part herein became the absolute OWNER of the said Property and sufficiently seized & possessed of the said property free from all encumbrances, charges, liens, lispendence, attachment, trust, whatsoever and howsoever and the said Owner has mutated his name in the records of the Kolkata Municipal Corporation (K.M.C.).

10. The Developer has examined all documents, title deeds, of the said premises and got itself satisfied about the title of the Owner, his authority to the said premises and has agreed not to raise any objection in regard thereto or make any requisition in connection therewith.

11. The First part approached the Developer herein to develop the said property and the Developer herein agreed to the same upon constructing a multi storied building thereon.

12. By the DEVELOPMENT AGREEMENT on 16.04.2014 ( hereinafter referred to as the said **DEVELOPMENT AGREEMENT**) with the Developer M/S. RETREAT CONSTRUCTION AND HOUSING PRIVATE LIMITED (hereinafter referred to as the Developer), whereunder the Owner First Party agreed to develop the said property by constructing a multi storied building upon terms and conditions contained therein and the same was registered in the office of the Additional Registrar of Assurances-I and recorded in Book No.I, CD Volume No.7, Pages 6386 to 6432, being Deed No. 03388 for the year 2014.

13. In terms of the said Development Agreement, the developer caused a Building plan sanctioned by the KMC.

14. The Developer, from its Developer's Allocation, has agreed to sell and the Purchaser has agreed to purchase **ALL THAT** piece or parcel of a Commercial Flat measuring a **Carpet area** .....sq.ft. (more or less) on the .....**FLOOR** of the newly proposed building (hereinafter referred to as the

said Unit) together with undivided proportionate share or interest in the impartible land together with all common facilities and amenities attached thereto at Premises No.179, Park Street, Kolkata – 700 017, more fully described in the **Part II of the FIRST SCHEDULE** there under written, out of the Developer's Allocation, at or for the price of **Rs...../- (Rupees .....**)

In pursuance of the said Development Agreement, the Developer herein has commenced constructed of multistoried buildings consisting of several self contained Units/commercial space/Constructed portions capable of being held and/or enjoyed independently (hereinafter called the **SAID BUILDING**) as per the said Plan.

15. The Owners and the developer has represented as under :

(a) The Said Land is earmarked for the purpose of development of a **Commercial** project, and the said project shall be known as IRED .....("Project");

(b) The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer/Promoter regarding the Said Land on which Project is to be constructed have been completed;

(c) The KMC has granted the commencement certificate to develop the project vide Sanctioned Building Plan No. 2014060039 dated 18/01/2021;

(d) The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from KMC. The Promoter agrees and undertakes that it shall not make any change to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

(e) The Promoter has taken step for registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority at

Kolkata on \_\_\_\_\_ under registration no.  
\_\_\_\_\_

(f) The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted FLAT/UNIT no. \_\_\_\_\_ ON THE .....FLOOR, having carpet area of \_\_\_\_\_ square feet, type, on floor in [tower/Building/Block/building] no. \_\_\_\_\_ ("Building") along with garage/covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ Holding No. ....179, Park Street, Kolkata-700017, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter jointly referred to as the "Apartment/UNIT" more particularly described in **Part-II & III (if any) of the First Schedule.**

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

(h) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

(i) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(j) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified.

(k) In terms of the said Development Agreement read with the supplementary agreement recording the demarcation of the respective Allocation (both owner's and Developer's allocation) coupled with the registered Power of Attorney granted by the Owners, the Developer is entitled to the constructed area and other areas in the said multi storied building, being the Developer's Allocation.

(l) The Purchaser being desirous of owning **ALL THAT** the said Unit morefully and particularly mentioned and described in the **Part-II & III (if any) of the First Schedule** hereunder written in the Building approached the Developer to purchase the said unit belong to the Developer as **Developer's Allocation** in terms of the said Development Agreement, to which the Developer agreed to, at or for the consideration and on the terms and conditions hereinafter contained.

(m) 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;

(n) 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;

(o) 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 above.

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

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said UNIT morefully and particularly mentioned and described in the **Part-II & III (if any) of the First Schedule** hereunder written ;

The Total Price for the said UNIT based on the Carpet Area is Rs..... (In words.....) hereinafter referred to as the "**Total Price**", to be paid on demand by the Developer, within the stipulated time as mentioned in the Payment Plan in favour of the Developer as morefully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written.

Block/Building/Tower no. _____ _____ Apartment no. _____  Type _____  Floor _____	Rate of Apartment per square feet*

**\*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.**

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

**Explanation:**

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the said UNIT;
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

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

- iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within 30 days from the date of such Intimation and in the

manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- iv. The Total Price of said UNIT includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.

- 1.1 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments, Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.



- 1.2 The Allottee(s) shall make the payment as per the payment plan set out in **the THIRD Schedule hereunder written**
- 1.3 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.
- 1.4 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at .....Schedule and .....Schedule (Which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.
- 1.5 [Applicable in case of an apartment] The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment plan as provided in **THIRD Schedule hereunder written** . All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

- 1.6 Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:
- i. The Allottee shall have exclusive ownership of the said UNIT;
  - ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - iii. That the computation of the price of the said UNIT includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the said UNIT and the Project;
  - iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

- 1.7 It is made clear by the Promoter and the Allottee agrees that the said UNIT along with right to park medium size Car (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is and independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.
- 1.8 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_ 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
- 1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost

of any legal proceedings which may be taken therefor by such authority or person.

- 1.10 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the said 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 said UNIT as prescribed in the Payment Plan [THIRD 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 prescribed in the Rules and in the absence thereof, Allottee shall pay interest at the rate of 3% of the SBI PLR .

## 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 '\_\_\_' payable at\_, as per the Payment Plan mentioned in the **THIRD SCHEDULE** hereunder written.

## 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 Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of

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

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

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

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

**5. TIME IS ESSENCE**

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 said 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 construction by the Promoter as provided in **THIRD SCHEDULE** hereunder written ("Payment Plan").

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said UNIT and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT/ SAID UNIT:**

- 7.1 Schedule for possession of the SAID UNIT to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the SAID UNIT along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before ..... unless on the ground of "Force Majeure". If, however, the completion of the Project is delayed due to

the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the SAID UNIT.

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

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the said 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 said UNIT to the Allottee. 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.
- 7.3 **Failure of Allottee to take Possession of THE SAID UNIT**– Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the SAID UNIT from the Promoter/Developer by executing necessary indemnities, undertakings and

such other documentation as prescribed in this agreement and the Promoter shall give possession of the said UNIT to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate\* and handing over physical possession of the SAID UNIT 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 Allottee 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 paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the said UNIT (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of 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 said 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 prescribed in the Rules for every month of delay, till the handing over of the possession of the said UNIT.

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

The **PROMOTER/DEVELOPER** hereby represents and warrants to the Allottee as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said UNIT;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said UNIT are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and said UNIT and common areas;
- (vi) The Promoter has the rights to enter into this Agreement and has not committed or omitted to perform any act or thing. Whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said 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 UNIT to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said UNIT to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor

and/or no minor has any right, title and claim over the Schedule Property;

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, imposition, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (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 property is not Waqf property.

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

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

- (i) Promoter fails to provide ready to move in possession of the said 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 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 thereunder. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (a) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (b) 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, 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 said UNIT.

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 \_\_\_\_\_ 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 Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

10.1 The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. 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 mentioned 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).

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

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of

the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment] As mentioned in Schedule 'A'*

## **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, 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.

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

The Allottee hereby agrees to purchase the said UNIT on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and 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. The Allottee undertakes to make payment of the estimated Property Tax for the first 24 (twenty-four) months or till separately assessed simultaneously with the CAM Charges becoming payable as per the terms stated herein.

**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 said UNIT or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **15 USAGE**

**Use of Basement and Service Areas:** The basement(s), if any, and service areas, if any, as located within the \_\_\_ (project name), 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

## **16 GENERAL COMPLIANCE WITH RESPECT TO THE**



**APARTMENT:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] 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/Plot], 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 said UNIT and keep the said 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 any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the

exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said UNIT or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said UNIT . The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a said 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 said UNIT, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said UNIT/

at his/ her own cost.

#### **18 ADDITIONAL 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 plans have been approved by the competent authority(ies) except for as provided in the Act.

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

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

#### **20 APARTMENT OWNERSHIPACT**

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 along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty)

days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **22 ENTIRE AGREEMENT**

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

## **23 RIGHT TO AMEND**

This Agreement may be amended through written consent/agreement 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 said UNIT, in case of a transfer, as the said obligations go along with the said UNIT for all intents and purposes.

**25 WAIVER NOT A LIMITATION TO ENFORCE**

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

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

## **27METHOD 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 said UNIT bears to the total carpet area of all the said UNIT in the Project.

## **28 FURTHER ASSURANCES**

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

## **29 PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at



the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

### 30 NOTICES

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address) M/s

\_\_\_\_\_ Promoter name

\_\_\_\_\_ (Promoter Address)

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

### **31 JOINT ALLOTTEES**

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

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_(city/town name) in the presence of attesting witness, signing as such on the day first above

written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Please affix  
photograph  
and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph

Allottee: (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

Please affix  
photograph  
and sign  
across the  
photograph

(1) \_\_\_\_\_ (Authorized Signatory)

WITNESSES:

1. Signature \_\_\_\_\_ Name - Address \_\_\_\_\_

2. Signature \_\_\_\_\_ Name- Address \_\_\_\_\_

### **SCHEDULE "A"**

#### **THE FIRST SCHEDULE ABOVE REFERRED TO :**

##### **(Description of the said Property/Premises)**

##### **(PROPERTY OWNED BY the Owner)**

**ALL THAT** the piece and parcel of revenue free land measuring about 9 Cottahs 15 Chittacks 15 Square Feet be little more or less together with two storied brick built up building situated thereon being municipal premises No. 179, Park Street, Kolkata-700017, Police Station Beniapurkur and butted and bounded as under:

ON THE NORTH	:	By no. 16 & 22, North Range Road, Kolkata- 17
ON THE SOUTH	:	By Park Street Road
ON THE EAST	:	By premises No: 181, Park Street, Kolkata-17
ON THE WEST	:	By premises No. 177, Park Street, Kolkata-17

#### **THE SECOND SCHEDULE ABOVE REFERRED TO:**

##### **PART-I : (Unit/Apartment)**

**ALL THAT** the Flat in or portion of the Building being **Unit No. -**  
**, Unit/Flat No.** containing an area of  
 Square feet (super built up area) more or less on the .....**Floor**  
 (as shown in the map annexed hereto duly bordered in '**RED**' thereon)  
 in the Building known as "**IRed** \_\_\_\_\_" TOGETHER WITH right to  
 park one medium sized motor car on the ground floor.

##### **(fixtures to be provided in the Unit)**

Foundation: RCC strip footing with anti-termite treatment in foundation.

- Structure: RCC framed structure with 10" and 8" masonry walls and 5" masonry partition walls.

- Walls & Ceiling:
  - Internal : Brick wall with putty finish.
  - External : Brick wall with surface texture / acrylic/Glass paints finish.
- Entrance: Teak faced flush doors.
- Toilet: Flush doors.
- Fittings: Necessary lock and accessories will be provided on main gate.
- Windows: Wood/Aluminum Sectional glass panel and locking arrangement.
- Doors: C. P. Flush door shutter with locking arrangement.
- Floor Finish: Vitrified Tiles finish inside all units/flats, staircase, landings and floor lobbies; granite finish in main gate, main lobby and lift facia.
- Sanitary:
  - Toilets: Concealed plumbing with hot and cold water lines; white WC, cistern, wash basin with CP fittings.
  - Kitchen (if any): Raised cooking platform of granite; stainless steel sink; glazed tile dado in white base.
- Water supply: KMC Water supply
- Electrical: Concealed Main line shall be
- Elevators: Automatic lift of Otis brand or equivalent makes.
- Extra Facilities
  - (i) 24 hrs. Generator service.
  - (ii) 24 hrs. water supply.

Note: Subject to change without notice at the discretion of the Architect/structural engineer/engineer.

### ***PART-III***

#### **(Period of construction of Unit)**

Subject to the other terms and conditions of the Agreement, the said Unit described in the **SECOND SCHEDULE** hereto is expected to be constructed and completed within ..... **months**

### **THE THIRD SCHEDULE ABOVE REFERRED TO:**

#### **(PAYMENT PLAN )**

#### **PART-I**

The consideration payable by the Purchaser to the Developer for sale of the said Unit and proportionate undivided share in the Common Areas and installation and the said share in the said premises shall be as follows:-

(i)	Consideration money for the said Unit	Rs.
(ii)	Consideration money for the grant of right for parking of one Motor Car	NIL
(iii)	GST payable as applicable ( to be billed separately)	As applicable
	Total	Rs + GST and other charges

**PART-II**

The amount mentioned in **PART-I** hereinabove shall be paid by the Purchaser to the Developer in installments as follows:

On Application/Booking	Rs. 2,50,000/- + GST
On Execution of Agreement for Sale	20% of Total Consideration + GST less application money
On Commencement of Piling	10% of Total Consideration + GST
On Commencement of Ground Floor	10% of Total Consideration + GST
On Commencement of 1 <sup>st</sup> Floor Roof Casting	10% of Total Consideration + GST
On Commencement of 2 <sup>nd</sup> Floor Roof Casting	10% of Total Consideration + GST
On Commencement of 3 <sup>rd</sup> Floor Roof Casting	10% of Total Consideration + GST
On Commencement of 5 <sup>th</sup> Floor Roof Casting	10% of Total Consideration + GST
On Commencement of 6 <sup>th</sup> Floor Roof Casting	5% of Total Consideration + GST
On Commencement of Internal Plaster	5% of Total Consideration + GST
On Commencement of Flooring	5% of Total Consideration + GST
Last & final Installment on Notice of possession	5% of Total Consideration + GST

<b><u>Other Charges:</u></b> <ul style="list-style-type: none"><li>•</li></ul>	Payable at the time of commencement of Flooring Installment 100% Payable along with the request letter for the said Alteration/Modification.
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It is further agreed that for extra work, the purchaser shall make advance payment for the same.



**SCHEDULE "A"****FOURTH SCHEDULE ABOVE REFERRED TO****PART-I****(Common Areas/Common Parts & Facilities & Installations-  
common to the Co-owners)**

1. Areas:
  - (a) Covered paths and passages, lobbies, stair cases, landings of the Building/Block and open paths and passages appurtenant or attributable to the Building /Block.
  - (b) Stair head room, caretaker room and electric meter room of the Building/Block.
  - (c) Lift machine room, chute and lift well of the Building/Block.
  - (d) Common installations on the Common area
  - (e) Common staff toilet in the ground floor of the Building/Block.
  
2. **Water and Plumbing:**
  - (a) Over head water tank, water pipes and sewerage pipes of the Building/Block (save those inside any unit).
  - (b) Drains, sewerage pits and pipes within the Building/Block (save those inside any unit) or attributable thereto.
  
3. **Electrical and Miscellaneous Installations:**
  - (a) Electrical Installations including wiring and accessories (save those inside any unit) for receiving electricity from Electricity Supply

- Agency or Generator(s)/Standby Power Source to all the units in the Building/Block and Common Portions within or attributable to the Building/Block.
- (b) Lift and lift machinery of the Building/Block.
  - (c) Firefighting equipment and accessories in the Building/Block as directed by the Director of West Bengal Fire Services.
  - (d) Intelligent Firefighting system with water sprinklers.
  - (e) Intelligent addressable detectors are considered to pin point the exact location of fire(at extra cost inside office)
  - (f) Micro-processor-based fire alarm panel
  - (g) Manual call points at exit lobbies and corridors for people to report fire.
  - (h) Hooters for early warning of the people for evacuation
  - (i) Public address system to facilitate faster and effective evacuation
  - (j) External & Internal hydrants, dedicated water tank for fire and automatic sprinkler system
  - (k) Ventilated stair wells for smoke free evacuation
  - (l) Multiple evacuation points and refuge platform
  - (m) Security monitoring at every strategic access points

- (n) Emergency control of elevators and automatic rescue device in elevators
- (o) All entries and periphery monitored by CCTV cameras for high security of the building
- (p) Multiple Refuge area provided on the external walls

#### Lifts

- (q) UPS/ARD in lifts
- (r) Interior Luxury finish
- (s) Auto Ventilation
- (t) Sufficient critical spaces for repairs.
- (u) Ropes, safety switch, lift pressurisation system, ARD and other preventive maintenance and regular checking
- (v) Lift Intercom connected with FM
- (w) Cameras inside the lift
- (x) Smoke management system inside the lifts
- (y) Destination control system in lifts/odd even stop programming
- (z) Free fall protection
- (aa) Sudden jerk protection
- (bb) Emergency Light
- (cc) Sensor based door opening to avoid collision with door.

- (dd) Overload sensor
- (ee) Electricity & DG (at extra cost)
- (ff) Separate communication duct to house rising cables
- (gg) Maintenance free earthing system for safe operations.
- (hh) Capacitor control panels for automatic power correction to keep electrical system healthy & energy efficient.
- (ii) Dual metering system for tenant recording separately EB and DG powers.

**4. Water and Plumbing:**

- (a) Water supply system for supply of water in the Said Complex/Project.
- (b) Main sewer, drainage and sewerage pits and evacuation pipes in the Said Complex/Project.
- (c) Pumps and motors for water system of the Said Complex/Project.

**5. Electrical and Miscellaneous Installations:**

- (a) Wiring and accessories for lighting of Common Portions of the Said Complex/**Project.**
- (b) Installation relating to sub-station and common transformer for the Said Complex/**Project.**
- (c) Generator(s) / Stand by Power Source and accessories for provision of stand by power to the Common Portions of the Said Complex/**Project.**

- (d) CCTV
- (e) Common fire fighting equipment for the Said Complex, as directed by the Director of West Bengal Fire Services.

**6. Landscape, if any**

- (a). Vertical garden
- (b). Road beautification
- (c). Landscape area to be designed by landscape consultant
- (d). Beautified driveway

**Electric vehicle charging points**

With rising fuel prices there is and will be a propensity to shift to renewable resources for vehicles. Which is why, the usage of electric vehicles are on the rise. A platinum rated building will have to have electric vehicle charging points to provide occupants the provisions to charge electric vehicles.

**Solar power lighting for common areas**

The Project will house solar panels. The energy generated from these will be able to cater to the lighting of the common areas of the building. This will make the Project immensely energy efficient.

**Energy efficient lights**

LED lights that consume almost 30% less electricity in comparison to other lights will help the project to reduce the energy consumption for the building making it energy efficient.

**Adequate light**

The Project will have windows that are adequately sized to allow a lot of daylight. Better indoor environmental quality will protect health, improve the quality of life, and reduce stress. In a way, it will also escalate the resale value of the office.

**7. Others:**

- (a) Conference cum Training Room (The said space is not a common property, it will be owned and operated by someone on chargeable basis)
- (b) Fully Vastu Compliant
- (c) Optical Fiber connectivity through well-known ISPs & Wi-Fi Connectivity
- (d) 24x7operational building
- (e) Sufficient car parking(at an extra cost)
- (f) Integrated Building management system to optimize energy consumption through Online Monitoring and controls
- (g) 24 hours Sufficient Water supply.
- (h) Intercom/EPABX connecting each unit and reception.
- (i) Elevation design planned with façade consultant for proper maintenance
- (j) Specially-abeld friendly design
- (k) Façade cleaning systems.
- (l) Designed decorated name plate at ground floor lobby.
- (m) Earthquake resistant structure design that can withstand storm without damage.
- (n) Eco Friendly design with the use of ecofriendly material.
- (o) Stair/Corridor protected from rainwater
- (p) Grand entrance gate

- (q) Bespoke Building feature in common areas.
- (r) Other Common Portions and installations and/or equipment as are provided or may be provided in future in the Said Complex for common use and enjoyment of all unit owners.

9. **COMMON AREAS AND FACILITIES (If available in the Project):**

1. Parking areas(Dependent/Independent);
2. Specified area in Ground Floor/Basement not declared to be common.;
3. The water tank and Lift Machine Room, the Parapet Walls;
4. The elevation and exterior of the Building/Block;
5. Storage areas ;
6. Any community or commercial/other facility which is not meant for common use;
7. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

**(1)** The right to the free and uninterrupted passage of the developer and also right to grant such rights to the others/ allottees and/or users of areas of units in the building being/to be constructed throughout entire complex and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/land/extension etc..

**(2)** The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate.

- (3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Units and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary.
- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, cable, internet, telephone etc.
- (5) Until the Lease and transfer of all the Unit, the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Promoter to market the Unit, s and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains ,mains, ducts, conduits, gutter, wires, cables (Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies. Ultimate roof shall belong to developer.
- (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee



will give immediate access.

- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Promoter may think fit and proper.
- (11) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required under or over the Premises and/or Unit,
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the any Building Building/Block notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and

piping or otherwise.

- (15)** The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, roadways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines, sewer lines and cable television and to connect the same over, across and under the common elements.
- (16)** The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the Common roof and the wall surfaces within the lobby of the buildings.
- (17)** The Promoter shall without any reference to the association, be at liberty to lease out, let, or dispose of or otherwise deal with in any manner whatsoever all such unallotted units and spaces therein as it deems fit. The Promoter shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Promoter in its sole discretion. The Allottee(s) and/or Association shall not claim any reduction in the Total Consideration/Premium and/or any damage on the ground of inconvenience and/or nuisance or on any other ground whatsoever
- (18)** The right to assign or transfer by way of mortgage, Lease or otherwise in whole or in part , its rights and obligations in respect of the Units.

- (19) The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance/credit facilities from Banks/financial institutions. The Promoter shall be entitled to sign mortgage deeds, loan agreements and other documentation and do all other acts for securing project finance.

(RULES REGULATIONS AND RESTRICTIONS USER RULES)

As from the date of possession of the said Unit, /Unit the Allottee agrees and covenants -

- (a) Ensure that the visitors/service providers visiting the said Unit use only the common toilets and while so using, keep the common toilets clean and dry.
- (b) Use of Spittoons / Dustbins: Use the spittoons / dustbins located at various places in the Project.
- (c) No Alteration: Not alter, modify or in any manner change the elevation and exterior colour scheme of the said Unit and the scheme of the said building and (2) design and/or the colour scheme of the windows, grills etc.
- (d) No Structural Alteration and Prohibited Installations: Not alter, modify or in any manner change the structure or any civil construction in the said Unit and the building. The purchaser shall not install any dish-antenna on the windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Purchaser and/or the Association coming to know (before or after Deed of Sub-Lease) of any change made by the Lessee then the Purchaser and/or the Association shall be entitled to demolish the changes and restore the said Unit at the cost of the Purchaser. The Purchaser shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Lessee.
- (e) No Demolition: Not demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Unit without the prior written permission of the Purchaser.
- (f) No Air Conditioning Without Permission: Not to install any

window air-conditioner or put outdoor unit of split air-conditioner other than at the place already provided or in such places as designated by the Purchaser.

- (g) No Grills: Not install any grill/collapsible gate on any window or door.
- (h) Internal Repairs: Carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Purchaser to the Allottee and shall not do or suffer to be done anything in or to the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Lessee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. Not to close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions including the Complex Common Areas.
- (i) Repair And/or Any Other Works During Reasonable Hours: Carry out any repair or interior or any other works in the Unit only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Purchasers of the Project.
- (j) No Sub-Division: Not to sub-divide the said Unit and the Common Areas, under any circumstances.
- (k) No Change of Name: Not to change/alter/modify the name of the Building or the Complex from that mentioned in this Agreement. However, the Purchaser shall have the right to alter such name to any other name, as the Purchaser may in its sole discretion deem fit. Such names shall be finalized before handing over of possession of the Unit to the Lessee.
- (l) No Nuisance and Disturbance: Not to use the said Unit or the Common Areas or the Garage space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Purchaser or other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others. Not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of

- the Building and the Project.
- (m) No Storage: Not to store or cause to be stored and not place or cause to be placed any goods, articles or things including cabinets in the Common Areas including floor corridors, areas immediately outside the main entrance of the said Unit and areas under ground staircase, etc.
  - (n) No Obstruction to Purchaser /Association: Not to obstruct the Purchaser / Association (upon formation) in their acts relating to the Common Areas, amenities and facilities and not obstruct the Purchaser in constructing/repairing on other portions of the Building and leasing out or granting rights to any person on any part of the said Building.
  - (o) No Obstruction of Common Areas: Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Unit.
  - (p) No Generator: Shall not install or keep or run any generator in the said Unit and the garage, if any.
  - (q) No Violating Rules: Not to violate any of the rules and/or regulations laid down by the Purchaser/ Association (upon formation) for the use of the Common Areas, amenities and facilities.
  - (r) No Throwing Refuse: Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated thereof.
  - (s) No Injurious Activities: Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Unit, the Garage space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
  - (t) No Storing Hazardous Articles: Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Unit, the Common Areas, and the Building/Project.
  - (u) No Signage: Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Unit/said Building save at the place or places provided therefor provided that this shall not prevent the Lessee from displaying a standardized name plate outside the main door of the said Unit.
  - (v) No Floor Damage: Not to keep any heavy articles or things that are likely to damage the floor or install and operate

- any machine or equipment save usual home appliances
- (w) No Installing Generator: Not to install or keep or run any generator in the said Unit or any part of the Project.
  - (x) No Misuse of Water: Not to misuse or permit to be misused the water supply to the said Unit/Project.
  - (y) No Damage to Common Portions: Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Lessee or the family members, invitees, servants, agents or employees of the Lessee, the Lessee shall compensate for the same as decided by the Purchaser or the Association.
  - (z) No Smoking or spitting in Common Areas: Not to smoke or spit in Common Areas of the Project and also not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins / spittoons after ensuring that the fire is fully extinguished from such cigarettes.
  - (aa) No Plucking Flowers: Not to pluck flowers or stems from the gardens.
  - (bb) No Littering: Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.
  - (cc) No Trespassing: Not to trespass or allow trespass over any areas exclusively allotted to any Lessees or retained by the Purchaser in the Project including but not limited to the lawns and green plants within the Common Areas.
  - (dd) No Overloading Lifts: Not to overload the lifts.
  - (cc) No Use of Lifts in Case of Fire: Not to use the lifts in case of fire.
  - (ff) No Covering of Common Portions: Not to cover the Common Areas, fire exits and balconies/terraces (if any).
  - (gg) No Act to Render Insurance Void or Voidable: Not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance
  - (jj) Pay Goods & Service Tax: To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Lessee to the Purchaser/ Association in terms of this Agreement as also to pay all others taxes payable by the Lessee in terms of this Agreement.

(FIRE SAFETY RULES)

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system, if any.
3. Read the operating instructions on the body of the Fire Extinguishers if provided on your floor.
4. Know the assembly area and the location of the fire fighting equipment's installed outside your Unit, in your building.
5. Dispose of unwanted items from your Unit, .These things may act as fuel to the fire.
6. Keep Corridors, walk ways or passage ways free of obstruction.
7. Install Fire equipment at proper place inside your Unit, .
8. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
9. Must readily have the Fire Station and Police Station telephone nos.
10. Ultimate Roof Door should be kept open at all times.
11. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
12. Air-conditioner systems is to be maintained properly to void fires.
13. Do not use Petrol, Diesel, Kerosene, Benzene etc. for floor cleaning purpose.
14. To remember that the following are common causes of fire and to be careful to avoid them:
  - (i) Electric Sparks/Short Circuit/Loose Contact; (ii) Overheating of electrical equipment's;
  - (iii) Poor wiring system;
  - (iv) Smoking;
  - (v) Naked Flame;
  - (vi) Cigarettes, Matches; lighter;
  - (vii) LPG Cylinder Leakage.
15. To use ISI standard equipment's and cables.
16. To immediately replace faulty electrical items.
17. Switch off electrical points when not in use.
18. Guard live electrical parts.
19. Switch off at the socket before removing plug.

20. Ensure that switch boards and enclosures of electrical components are kept clear of inflammable or combustible substances and liquids.
21. Ensure that electrical safety devices (MCB/ELCB/RCCB) are properly functioning.
22. Do not tamper with electrical equipment without adequate knowledge.
23. No gas is allowed/ induction will be used.

THESE RULES WILL APPLY TO ONLY THOSE FACILITIES AND AMENITIES WHICH ARE PROVIDED BY THE PROMOTER IN THE PROJECT AS PER AGREEMENT.

**Security Services:**

- 1) Keeping a record of visitors entering the complex premises
- 2) Prevent any trespassing through the Complex compound
- 3) Guarding the Complex
- 4) Control Traffic and prevent jams within internal roads and pathways
- 5) Switching On/Off common lights
- 6) The operation of water supply when needed.
- 7) The operation of lifts in case of electricity failure
- 8) The operation of Fire Fighting equipment when needed

**GARDEN & LAWN**

- 1) Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy or soaked.
- 2) Proper Gardener should be kept to maintain the Greens

**STORM WATER DRAINAGE**

- 1) The inlet may be covered properly with gratings or grids to prevent large objects, debris falling into it
- 2) Should be occasionally cleaned to prevent blockages.
- 3) The outlet of the storm drainage should be covered with gratings.

**GARBAGE COLLECTION:**

- 1) Dry and wet garbage should be segregated as mandated by the municipalities/ Sanctioning Authorities.
- 2) Garbage bags should be used to Maintain Hygiene.
- 3) Garbage collected should be kept at the designated area as marked.



**LIFT/ELEVATOR**

- 1) AMC to a reputed service provider/agency. It is always recommended to provide AMC to the original manufacturer of the lift.
- 2) The electrical connections, wiring, switched, plugs should be checked periodically,
- 3) Spitting or throwing of garbage inside the elevator is strictly prohibited.
- 4) Safety instructions to be followed during emergency should be displayed inside the lift.
- 5) Use panic button/intercom unit provided in the elevator in case of emergency.
- 6) All Mechanical equipment rooms that contain elevator machinery should have limited and authorized access.
- 7) Children less than 10 years should not be permitted inside the elevator alone.
- 8) Do not use elevator in case of fire and earthquake.
- 9) Heavy and oversized articles and hazardous substances should not be allowed in the elevator.
- 10) Smoking, drinking and eating should be prohibited within the elevator.

**FIRE FIGHTING EQUIPMENT**

- 1) AMC for fire equipment's, alarms and electronic circuits are mandatory.
- 2) The stair case, common passage should be kept free for smooth movement in case of fire breakage.
- 3) Refuge area should be vacant and not used for any other purpose.
- 4) Regular mock fire drill exercise should be done.
- 5) Firefighting agency/vendor needs to be informed immediately if the firefighting systems becomes non-functional.
- 6) In case of emergency, the contact details of the fire brigade and/or any other authority for the purpose should be ready and handy.
- 7) In case of fire, the evacuation procedure should be well defined.
- 8) Fire protection equipment's in High rise building includes sprinklers and fire detection alarm system which should be tested time to time

- 9) Assembly point in the complex compound should be clearly indicated.

#### **INSTALLATION OF AIR CONDITIONER**

- 1) Should be installed at pre-designated point
- 2) In case of split AC, the compressor unit should be installed with firm support on the AC ledge.
- 3) In case of leaking pipes, to get the same repaired immediately.
- 4) All wires should be passed through ducts
- 5) Open wiring outside the walls is not allowed
- 6) No core cutting should be done in beams or columns or slabs for ducting purposes.
- 7) The drainage pipes of AC's are fitted into the unit as per design and drawing of the Architect/Developer
- 8) Electrical and AC points are designed with electrical consultant as per the furniture lay-out of the Developer. If any change is regard by the Allottee, the same needs to be done at their own expense.

#### **CCTV**

- 1) Ensure that the camera lens is clean
- 2) Illegal filming of others using the camera is legally prohibited.
- 3) A notice that the premises is under CCTV surveillance should be displayed
- 4) No CCTV camera shall be installed for personal use at the premises. One needs to take written permission from the Developer before installing the same.

#### **DISH TV FOR INDIVIDUALS**

- 1) The Antenna should be installed at the pre-designated
- 2) The wire should be passed through the wiring duct and from no other place.

#### **PLUMBING**

- 1) Keep the toilets, bathrooms, kitchen sinks, clean by using recommended cleaning products, thus avoiding any damage caused.

- 2) Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc. and do not drain them down the toilets.
- 3) Ensure metals, woods, medicine, glue, plastics or any hard substances are not pushed down the drain.

#### **DG**

- 1) DG may not be auto. It may be manual
- 2) Use of excess load will cause disconnection.

#### **(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the Common Areas, machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Building).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lift, water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Developer or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any Unit).
6. **INSURANCE:** Insurance premium for insurance of the Building for insuring the said building against defect, earthquake,

damage, fire, lightning, mob, violence, civil commotion and any other risks, if insured by the Developer.

7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer or its nominee and/or the Association for the Common Purposes.

#### (FIT-OUT GUIDE)

##### 1. Introduction

To ensure that all works of a construction nature within the Project correspond to high standards and to ensure that none of the constituents of the Project is damaged or adversely affected due to undertaking such construction activities, whether external or internal.

1.2. The Purchaser is desirous of installing furniture and fixtures within the Said Unit ("Fitting Out Works") and has voluntarily agreed to comply with the SoP so developed by manufacturer and/or developer/ promoter and the Property Management Team.

1.3. The purpose of the Guide is to establish the procedures for monitoring and controlling the Unit Owner's Fitting Out Works to ensure that the Fitting Out Works are:

1.3.1. carried out in accordance with the approved plans;

and

1.3.2. in compliance with the SoP.

##### 2. PRE-FITTING OUT ACTIVITIES

2.1. Prior to commencing the Fitting Out Works, the Unit Owner agrees to submit the relevant drawings, plans and specifications to the Property Management Team in the manner to be specified.

2.2. Upon receipt of the duly stamped (if applicable) and signed plan from the Unit Owner, the same shall be either approved with or without modification. In the event any modification is suggested, the Unit Owner shall forthwith revise the work schedule

and submit the revised plan to the Property Management Team and/or the Property Management Team shall be entitled to seek for additional information, drawings or specifications for suggesting such modification or ascertaining compliance with the SoP.

- 2.3. No Fitting Out Works shall be commenced until and unless the plan or revised plan, as the case may be, has been approved by the Property Management Team and a 'Fitting Out Permit' has been issued to the Unit Owner, indicating the official approval to commence Fitting Out Work.
- 2.4. Before commencing Fitting-Out Works, the Unit Owner shall effect or require his/her/its contractor to obtain the following insurance policies covering the period from the date of commencement of the Fitting-Out period to the date of the completion of the Fitting-Out Works for such amounts and with such insurers and named insured as the Property Management Team shall require:
  - 2.4.1. comprehensive all risks insurance policy covering damage to the property; and
  - 2.4.2. Any other insurance cover which the Property Management Team deems to be necessary. Copies of all such policies must be lodged with the Property Management Team prior to the commencement of Fitting Out Works. In addition, the Unit Owner shall provide a declaration stating that the workmen's compensation policy has been obtained for every employee and worker.

### 3. EXECUTION OF FITTING OUT WORKS

- 3.1. The Fitting Out Works is required to be undertaken by the Unit Owner or its duly appointed contractor, in compliance with the instructions specified in this regard
- 3.2. The Unit Owner shall be permitted to appoint contractor(s), who shall be responsible for supervision and execution of the Fitting Out Works. Provided that, all workers/ fit out contractor shall be permitted to work:

- 3.2.1. only on the basis of work permit to be issued by Property Management Team, for the duration as may be specified from time to time; and
- 3.2.2. only after obtaining photo identity card from the Property Management Team.
- 3.3. The Property Management Team reserves the right to gain access in to the Unit area to make spot-checks or conduct repair works and the Property Management Team shall carry out periodic checks on the Fitting Out Works to ensure that the contractor complies with the approved plans and SoP. If there is any discrepancy found during the check, these discrepancies shall be properly recorded and the Property Management Team shall inform the Unit Owner to rectify the discrepancy and issue a Notification of Discrepancy to the permit holder. The Unit Owner shall acknowledge the receipt of the Notification of Discrepancy and return it to the Property Management Team. Upon receipt of Notification of Discrepancy, the Unit Owner shall identify the root cause(s) and take corrective actions to prevent the discrepancy from recurring. Property Management Team shall have the right to, at its own discretion; stop the Fitting Out Works with immediate effect till the settlement of the discrepancy. Upon completion of the rectification, the Unit Owner shall inform the Property Management Team who will then carry out a joint inspection with the permit holder to verify that the discrepancy has been rectified before closing out the Notification of Discrepancy by signing off the follow-up verification column.
- 3.4. The Property Management Team shall be permitted to instruct stopping of Fitting Out Works in the event it has reasonable basis to suspect that the Unit Owner or its/his/her Contractor is not executing the activities in accordance with the terms and conditions specified in this Guide, or if the Unit Owner fails to take any corrective actions after receipt of the Notification of Discrepancy. Without prejudice to the aforesaid provision, the Property Management Team shall also be permitted to stop the work if the Fitting Out Works present any manner of threat to the safety or security of the Said Building. Provided always that Property Management Team shall not be liable to the Unit Owner for any loss, damage or inconvenience caused whatsoever by such stoppage of work

3.5. The Unit Owner further agrees to permit representatives from the Property Management Team to enter the premises to replace or repair any fitting / fixtures . If so required, Unit Owner shall remove such installation, partition or any article to permit the said mreplacement or installation to execute the said replacement or installation work

#### 4. **CHARGES AND DEPOSITS**

##### 4.1. Charges

4.1.1 *Fitting Out Administration Charges:* The Unit Owner will be required to pay a sum of Rs.\_\_\_\_ (Rupees \_\_\_\_ ) towards fitting out administration charge, which shall be utilised by the Property Management Team to issue identity cards and other administrative expenses.

4.1.2 *Other Charges:* The Unit Owner will be responsible for all damage to the common areas of the Said Building. Any special cleaning or drain clearance necessary as a result of the fitting-out works and any other costs incurred by the Said Building which are caused by, or in connection with, the works will also be to the Unit Owner's account.

##### 4.2. Deposits

4.2.1 The Unit Owner will be required to pay an interest free deposit of Rs.\_\_\_\_/- (Rupees \_\_\_\_ ) ("Security Deposit") to the Property Management Team, prior to commencement of fitting out of the Said Unit, as security for the due performance by the Unit Owner of the following obligations:

##### 4.2.2

4.2.2.1. to make good to developer's / promoter's and Property Management Team's satisfaction all damage to the Said Unit and the Said Building resulting from the execution of the Fitting-Out Works;

4.2.2.2. to remove all waste materials and debris immediately upon completion of the Fitting-Out Works. Provided always that if at any time and for any reason any Unit Owner fails to remove or clear the debris, then the Property Management Team shall thereupon be entitled (but have no such obligation) on its own behalf to clear such debris at the expense of the Unit Owner; and

4.2.2.3. to comply with the requirements and abide by the terms set out in this Guide.

4.2.3 The Security Deposit will be refunded to the Unit Owner only after the Property Management Team has confirmed its satisfaction with the completed Fitting Out Works, in writing and after deductions if any, in respect of any damage caused to the premise, or, any sums due to indemnity in respect of any charges or fees. Provided that, if the sum representing the damages or any indemnity exceeds the corpus of the Security Deposit, the Unit Owner will have to pay the balance amount immediately upon receipt of notice from the Property Management Team, without any delay.

5. **COVENANTS**

5.1. The Unit Owner agrees and undertakes to

5.1.1 Obtain prior approval of developer's / promoter's and/or Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in the common area unless prior approval is obtained from the Property Management Team;

5.1.2. Submit to developer's / promoter's and the Property, Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in the common area unless prior approval is obtained from the Property Management Team

5.1.3. Maintain at its/his/her cost and expense all internal fixtures & fittings, doors, windows, housekeeping and pest control;

5.1.4. Inside the Said Unit, display the information pertaining to the layout of the Said Unit, name of the architect, supervisor name, address and telephone number, list of vendors, address and name of the in charge along with telephone / mobile numbers

5.1.5 At the main entrance of the Said Unit, display a notice stating "under maintenance;" and

5.2. Provide his/her/their emergency contact details The Unit Owner expressly agrees and acknowledges undertaken by the Unit owner under this Guide are mainly for securing the beneficial enjoyment of the other properties in the Said Complex by other unit - holders and is not repugnant to the interest of the Unit Owner granted here under



**6. ASSISTANCE BY DEVELOPER/ PROMOTER AND PROPERTY MANAGEMENT TEAM**

- 6.1. The Unit Owner may contact the designated person of the Property Management Team, whose contact details have been provided, which information may be updated from time to time with prior intimation to the Unit Owner, provided that all such correspondence shall be required to be routed through the person designated as the property manager of the Project. For breakdowns of common essential services such as lifts, power or water supply after office hours, the Unit Owner may contact the relevant personnel of the Property Management Team, by routing the request through the property manager.
- 6.2. shall nominate a representative as a one point contact to interact with the Property Management Team in all work relating to the Fitting Out Works prior to the commencement of the Fitting Out Works.

**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

OWNERS above named.

1.

**SIGNATURE OF THE OWNERS**

(As a constituted attorney of Land Owners)

2.

**SIGNED, SEALED AND DELIVERED**

DEVELOPER above named.

**SIGNATURE OF THE DEVELOPER**

**SIGNED, SEALED AND DELIVERED**

Purchaser above named.

1.

**SIGNATURE OF THE**

**PURCHASER**

2.

Retreat Construction  
& Housing Pvt. Ltd.  
*S. Jit Kaly.*  
Director