

This AGREEMENT FOR SALE ('**Agreement**')  
executed on this \_\_\_\_ day of \_\_\_\_\_, 202\_

BY AND BETWEEN

**CALCUTTA VYAPAAR LLP** (LLPIN No. AAD-1067) (PAN No. - \_\_\_\_\_) (Email ID - \_\_\_\_\_) [Formerly Calcutta Vyapaar Pvt Ltd which was converted into LLP vide a certificate of Registration on Conversion issued by ROC Kolkata as on 26.12.2014] a limited liability partnership registered with ROC-Kolkata having its Registered Office at "Ajimangal House", 7 Camac Street, 1<sup>st</sup> Floor, Kolkata-700 017, represented by its Designated

Partner and its Authorized Signatory NEERAJ SADANI (PAN No.-AYUPS9436N) (Email ID - \_\_\_\_\_) (Mobile no. - \_\_\_\_\_) son of Sri Lalit Kumar Sadani (Father), residing at 35, Rowland Road, PS-Ballygunge, PO-L.R.Sarani, Kolkata – 700 020 by Sex - Male, by Religion – Hindu, by Occupation – business, by Citizenship – Indian, hereinafter collectively called the '**Promoter**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and assigns), of the One Part,

AND

\_\_\_\_\_ (CIN No. \_\_\_\_\_) (PAN No. \_\_\_\_\_) (Email ID \_\_\_\_\_), a Company registered under the Indian Companies Act, 1956 and having its registered office & corporate office at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_\_ represented by its *Authorized Signatory* \_\_\_\_\_ (PAN No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) son of \_\_\_\_\_, an Indian Hindu \_\_\_\_\_ by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_ authorised vide board resolution dated \_\_\_\_\_ hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns), of the Other Part;

OR

\_\_\_\_\_ (PAN No. \_\_\_\_\_), a Partnership Firm under the Partnership Act, 1932 and having its Principal place of business at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_\_ represented by its *Authorized Signatory* \_\_\_\_\_ (PAN No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) son of \_\_\_\_\_, an Indian Hindu \_\_\_\_\_ by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_ authorised vide board resolution dated \_\_\_\_\_ hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and their permitted assigns), of the Other Part,

OR

\_\_\_\_\_, (PAN No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_)  
(Email ID \_\_\_\_\_), son of \_\_\_\_\_, by faith Hindu, by Occupation -  
Business, residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office -  
\_\_\_\_\_, Kolkata-\_\_\_\_\_, hereinafter called the '**Allottee**' (which expression shall  
unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs,  
executors, administrators, successors-in-interest & permitted assignees) of the OTHER PART;

OR

\_\_\_\_\_ (PAN No. \_\_\_\_\_), a Hindu Undivided  
Family and having its Principal place of business / residence at \_\_\_\_\_  
\_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_\_  
represented by its *Karta* \_\_\_\_\_ (PAN No. \_\_\_\_\_) son of \_\_\_\_\_, an  
Indian Hindu \_\_\_\_\_ by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_  
\_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_\_  
(Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) hereinafter called the '**Allottee**  
(which expression shall unless repugnant to the context or meaning thereof be deemed to mean the  
members or member for the time being of the said HUF, and their respective heirs, executors,  
administrators and permitted assigns), of the Other Part,

OR

\_\_\_\_\_ **LLP** (LLPN No. \_\_\_\_\_) (PAN No. \_\_\_\_\_)  
(Email ID \_\_\_\_\_), a Limited Liability Partnership under the Limited Liability  
Partnership Act, 2010 and having its registered office & corporate office at \_\_\_\_\_  
\_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700  
0\_\_\_\_\_ represented by its *Authorized Signatory* \_\_\_\_\_ (PAN No. \_\_\_\_\_)  
(Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) son of \_\_\_\_\_, an Indian Hindu  
\_\_\_\_\_ by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_  
Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_ authorised vide  
board resolution dated \_\_\_\_\_ hereinafter called the '**Allottee**' (which expression  
shall unless repugnant to the context or meaning thereof be deemed to mean and include, its  
successor(s)-in-interest, and permitted assigns), of the Other Part;

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

**WHERE AS :**

- A) The Promoter is the absolute and lawful owner of All That Premises no. 4, RAJANI SEN ROAD, Kolkata-700 025 totally admeasuring **8 Cottahs 13 Chittaks 17 Square Feet** (= 6362 square feet = 591 square meters) of Land but actual measurement is 6662 sq.ft. along with Structure measuring about 14000 sq.ft. (built up area) standing thereon more fully described in Part-I of Schedule- "A" attached hereto ( '**Said Land**' ) together buildings and structures standing thereon vide Indenture of Conveyance dated 7<sup>th</sup> September, 2007 registered with the ARA-I, Kolkata in Book No.I, CD Volume no. 1, pages 1 to 26, Being no. 12519 for the year 2007 executed by [i] (Mrs.) Raj Kumari Sain represented by her constituted Attorney - Mrs. Geeta Tara, [ii] (Mrs.) Satya Sareen represented by her constituted Attorney – Ritesh Logani, [iii] (Mrs.) Shanti Devi Chhabra represented by constituted Attorney - Pravin Chhabra, [iv] (Mr.) Ritesh Logani, [v] (Mr.) Rajeev Dewan, [vi] (Mr.) Vivek Dewan, [vii] (Mrs.) Sudarshan Seth, [viii] (Mrs.) Pramila Gupta, [ix] (Kumari) Usha Loghani & [x] (Mrs.) Savita Logani all as *Vendors*, and by [i] (Mrs.) Swaraj Nanda represented by her Attorney- Mr. Ritesh Logani, [ii] Mr. Ritesh Logani & [iii] (Mrs.) Rachna Narain represented by her Attorney- Mrs. Savita Logani as *Confirming Parties* in favour of (M/s) Calcutta Vyapaar Private Limited as *Purchaser*;
- B) The Promoter itself being the Owner of the Said Land and would be developing the Said Land itself, there is no necessity of entering into a collaboration /development /joint development agreement;
- C) The Said Land is earmarked for the purpose of building a Residential project, comprising Ground plus Five multi storied apartment building and the said project shall be known as "AMBIENT AADYA" ( '**Project**' ):

- D) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- E) The Kolkata Municipal Corporation ( '**KMC**' ), Borough - VIII has granted the commencement certificate to develop the Project vide approval dated 5.9.2019 bearing Building Permit / Sanction No. 2019080030;
- F) The Promoter has obtained the final layout plan, approvals for the Project from KMC and the Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act<sup>1</sup> and other laws<sup>2</sup> as applicable;

<sup>1</sup> **14.** Adherence to sanctioned plans and project specifications by the promoter –

- (1) The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.
- (2) Notwithstanding anything contained in any law, contract or agreement, after the sanctioned plans, layout plans and specifications and the nature of the fixtures, fittings, amenities and common areas, of the apartment, plot or building, as the case may be, as approved by the competent authority, are disclosed or furnished to the person who agree to take one or more of the said apartment, plot or building, as the case may be, the promoter shall not make –

- (i) any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, which are agreed to be taken, without the previous consent of that person:

Provided that the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the allottee.

Explanation - For the purpose of this clause, "minor additions or alterations" excludes structural change including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc..

- (ii) any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building.

Explanation - For the purpose of this clause, the allottees, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, etc., by whatever name called, booked in its

- G) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata no. \_\_\_\_\_ :  
on \_\_\_\_\_ under registration;
- H) The Allottee had applied for an apartment in the Project vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted :
- a] All That Apartment no. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ Square feet, type \_\_\_\_\_, on \_\_\_\_\_ Floor in the Building more fully described in **1<sup>st</sup> Para of Part-II of Schedule-"A"** (hereafter collectively called the '***said Flat***'), and
  - b] All That Varanda / Balcony having Carpet Area of \_\_\_\_\_ (= Super Built Area of \_\_\_\_\_ sft.) Square feet associated with the said Flat on the \_\_\_\_\_ Floor of the Building more fully described in **2<sup>nd</sup> Para of Part-II of Schedule-"A"** (hereafter collectively called the '***said Balcony***'), and
  - c] All That Servant Quarter no. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ Square feet (= Super Built Area of \_\_\_\_\_ sft.) on the \_\_\_\_\_ Floor of the

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name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.

- (3) 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 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 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 this Act.

<sup>2</sup> Rule 9(3) of WB Real Estate (R&E) Rules, 2021 –

9(3) : The Promoter shall not make any additions and alterations beyond the extent of 5(five) percent in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act:

Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the promoter do so for the reasons to be recorded in writing and in that case consent of allottees shall not be required.

Building / Outhouse more fully described in 3<sup>rd</sup> Para of Part-II of Schedule-"A" (hereafter collectively called the '**said SQ**')

at the said Land (the said Flat, the said Balcony and the said SQ hereafter collectively called the '**Apartment**') and that the Floor Plan of the Apartment is annexed hereto as and marked as Schedule-"B", along with

d] All That Open / Covered Normal Parking Space being no/s. \_\_\_\_\_ for parking of \_\_\_\_\_ number/s Medium Sized Motor Car/s in the \_\_\_\_\_ floor level of the Building,

AND / OR

All That \_\_\_\_\_ Mechanical Multilevel (\_\_\_\_\_ levels) Car Parking Space nos. \_\_\_\_\_ in the Ground Floor of the Premises the Building.

more particularly described in Part-III of Schedule-"A" as permissible under the applicable law (hereafter called '**said Car Park**'), and

e] All That pro-rata share in the Common Areas ('**Common Area**') as defined under clause (n) of section 2 of the Act<sup>3</sup> (hereinafter referred to as the '**Apartment**') more particularly described in Schedule-"A"

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<sup>3</sup> 2. **Definitions** – In this Act, unless the context otherwise require –

....  
....

(n) "common areas" mean -

- (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all community and commercial facilities as provided in the real estate project;
- (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

and the floor plan of the Apartment is annexed hereto and marked as  
Schedule-"B");

- I) The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J) The additional disclosures, details and declarations of the parties hereto to each other are as mentioned below which the parties hereto hereby agree and accept :-
  - a] The Promoter has assured and declare that it has unfettered marketable and saleable rights, title and interest over and above the Apartment aforesaid;
  - b] The Apartment aforesaid is not affected by any acquisition or requisition of the Central Government, State Government and/or any Governmental Authorities and the right, title and interest of the Promoter is absolutely free from all encumbrances;
  - c] The Allottee has inspected the plan sanctioned by the authorities concerned in respect of the building being constructed by the Promoter and has agreed not to raise any objection with regard thereto;
  - d] The Promoter has delivered to the Allottee the true Xerox copy of the documents relating to the right, title and interest of the Promoter in respect of the Apartment in the building at the Said Land and also the Xerox copy of the relevant Building Plan and after conducting all necessary enquiry and searches and after being fully satisfied about the same the Allottee have agreed to purchase the Apartment and allied as aforesaid and associated rights therein on the terms, conditions and consideration mentioned in these presents;
  - e] The Allottee has inspected all specifications, elevations, designs and lay- out of the said building as also of the said Apartment and has/have duly approved and confirmed the same;
  - f] The Allottee has satisfied themself/ves about the layout, common portion, Carpet area, specification and all other ancillary matters of the project and has agreed not to dispute the same;
  - g] The Allottee has verified the location and site of the Apartment & allied allotted to them has agreed not to dispute the same;



- K) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;
- L) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the Closed Parking (if applicable) as specified in Para G;

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows :

## 1. **TERMS** :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment and others as specified in **Para 'H'**;
- 1.2 The Total Price for the Apartment based on the Carpet Area and of the Car Park and proportionate cost of Common Area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (**'Total Price'**) the Break-up whereof is as follows –

<u>Apartment</u>		
Apartment Description	Price	Amount Rs.
Building Name : AMBIENT AADYA	Rate of Apartment per square feet = Rs. _____/-	

Apartment Description	Price	Amount Rs.
Apartment No. : Apartment type : Floor : Carpet Area : sft. Balcony : sft. Servant's Quarter : sft. (all above to be conveyed to the Allottee/s)  + Pro rata Common Area In Building :  (to be conveyed to the Association of Allottees)	Price of <b>said Flat including Balcoy, Servants Quarter &amp; preferential location Charges</b> (based on Carpet Area) =	
= Super Built Area (SBA) : sft.	Price of <b>Appurtenant Common Area</b> (which is to be conveyed to Association of Allottees) =	
	<b>Apartment TOTAL Price -</b>	

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

### Car Park

Car Park Description	Price	Amount Rs.
Multilevel (having ___ levels each for parking of one Medium Sized Motor Car) Mechanical Covered Car Park No. ___ on the Ground Floor.	Rs. _____/-	
Covered Car Park No. ___ on the Ground Floor level for parking of ___ number Medium Sized Motor Car.	Rs. _____/-	
	<b>Car Park TOTAL Price -</b>	

### **Explanation :**

- i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment & Others;

ii) *The Total Price above includes Taxes; (consisting of tax paid or payable by the Promoter by way of value added tax, service tax, G.S.T., C.G.S.T, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of the handing over the possession of the Apartment :*

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

iii) *The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the Acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective;*

iv) *The Total Price of Apartment includes :*

1) *Pro rata share in the Common Areas; and*

2) \_\_\_\_\_ *garage(s) / closed parking(s) as provided in the Agreement.*

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

1.4 The Allottee shall make the payment as per the Payment Plan set out in Schedule "C" (**'Payment Plan'**).

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 10% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate

shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment /building, as the case may be, without the previous written consent of the Allottee,

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet areas 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 charges, 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 within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules<sup>4</sup>, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-"C". All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this agreement.

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

i) The Allottee shall have exclusive ownership of the Apartment;

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<sup>4</sup> Rule 17 : Interest payable at the Prime lending rate of SBI + 2%.

- 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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to Association of Allottees as provided in the Act;
- iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, [not only the Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities as provided within the the Project;

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

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

1.11 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, 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/ dues collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings / dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person;

1.12 The Allottee has paid such sum of Rupees as mentioned in the Schedule- "C" hereto as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan at Schedule "C" as may be demanded by the Promoter within the time and 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.

## 2. MODE OF PAYMENT :

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule-"C"] [through demand draft/ banker's cheque

or online payment (RTGS / NEFT) in favour of "CALCUTTA VYAPAAR LLP" payable at Kolkata.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (**'FEMA'**), Reserve Bank of India Act, 1934 (**'RBI Act'**) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation 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 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. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for

herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

#### **4. ADJUSTEMENT/ 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, if any, in his / her / its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.

#### **5. TIME IS ESSENCE :**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment 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 Schedule "C" (*'Payment Plan'*).

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

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plan, layout plans (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. 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 Building Bye laws of Kolkata Municipal



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

## 7. POSSESSION OF THE APARTMENT :

7.1 **Schedule for possession of the said Apartment** – The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to handover possession of the Apartment on \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature effecting the regular development of the real estate project (**'Force Majeure'**). If, however, the completion of 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 Apartment,

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

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of

such notice and the Promoter shall give possession of the Apartment 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 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 Apartment** - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided as per 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 Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas, to Association of Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel / withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within forty-five (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 compensation under this section<sup>5</sup> 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 Apartment -

- (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the the Act; or
- (iii) for any other reason;

the Promoter shall be liable, on demand pay to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules<sup>6</sup> within forty-five (45) days including Compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest<sup>7</sup> at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment.

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

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

- i) The Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said

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<sup>5</sup> Sec.-18(2) The promoter shall compensate the allottees 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 this Act, and the claim for compensation under this sub-section shall not be barred by limitation provided under any law for the time being in force.

<sup>6</sup> Rule 17 : Interest payable at the Prime lending rate of SBI + 2%.

<sup>7</sup> Rule 17 : Interest payable at the Prime lending rate of SBI + 2%.

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] – Not Applicable.*
- iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, Building and Apartment and common areas;
- vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii) The Promoter has not entered into any Agreement for Sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to Association of Allottees or the competent authority, as the case may be;

- x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;
- xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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 :**

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

- i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. 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 there under.

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

- i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and

only thereafter the Allottee be required to make the next payment without any penal interest; or

- ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules<sup>8</sup> within forty-five (45) days of receiving the termination notice :

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules<sup>9</sup> for every month of delay till the handing over of the possession of the Apartment.

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

- i) In case the Allottee fails to make payments for \_\_\_\_\_ consecutive demands made by the Promoter as per the Payment Plan annexed hereto (in Schedule-"C"), despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules<sup>10</sup>;
- ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liability and this Agreement shall thereupon stand terminated.

## 10. CONVEYANCE OF THE SAID APARTMENT :

<sup>8</sup> Rule 17 : Interest payable at the Prime lending rate of SBI + 2%.

<sup>9</sup> Rule 17 : Interest payable at the Prime lending rate of SBI + 2%.

<sup>10</sup> Rule 17 : Interest payable at the Prime lending rate of SBI + 2%.

The Promoter, on receipt of Complete Amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the issuance of the occupancy certificate.

However, in case the Allottee fails to deposit the stamp duty, registration charges 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 :**

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by Association of Allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*

## **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 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 thirty days, and in the event of Promoter's failure to rectify such defects

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

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

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

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

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

### **15. USAGE :**

#### **Use of Basement(s) and Service Areas :**

The basement(s) and Service Areas, if any, as located within the AMBIENT AADYA (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 used by Association of Allottees formed by the Allottees for rendering maintenance services.

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

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

16.2 The Allottee further undertakes, assures and guarantees that he / she / it would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the facade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.

16.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter Association of Allottees and/or maintenance agency appointed by Association of Allottees. The Allottee shall be responsive 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 Apartment 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/it shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her/its own cost.

## **18. ADDITIONAL CONSTRUCTIONS :**

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan has 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 said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

## **20. APARTMENT OWNERSHIP ACT :**

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the permissible provisions of West Bengal Apartment Ownership Act, 1972. The Promoter is 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 [Schedule-"C"] within thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned District Sub-Registrar as and when intimated by the Promoter. If the Allottee 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 (i.e. the Cancellation Charges) 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 as the case may be.

### **23. RIGHT TO AMEND :**

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

### **24. PROVISIONS OF THIS AGREEMENT APPLICABLE 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 and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule "C"] including waving 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.

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

### **26. SEVERABILITY :**

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

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

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

## **28. FURTHER ASSURANCES :**

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

## **29. PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is

duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

### **30. NOTICES :**

That all the 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 Speed (registered) Post / Email at their respective addresses specified in the name clause above.

It shall be the duty of the Allottee and Promoter to inform each other of any changes 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 dispute 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 discussions, 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 there under.

A] **FURTHER TERMS** (in furtherance to the Clause-1 of the instant Agreement) :

- a} **ADDITIONAL CHARGES & REIMBURSEMENTS** : In addition to the Total Price stated above, the Allottee shall pay to the Promoter towards Charges & Reimbursement on various heads as mentioned below respectively within 7 days of receiving notice for possession from the Promoter :-

Sl.	Particulars
i\	Expenses in connection with <b>formation of Association of Allottees</b> = Rs._____-/- @ Rs._____-/- per sft. SBA. + GST as applicable.
ii\	Charges & Expenses for procurement & installation of <b>Transformer (Electrical Sub-station) / CESC meters</b> (the deposits to Electricity Company to be paid directly by the Allottee) / HT or LT Lines = Rs._____-/- @ Rs._____-/- per sft. SBA. + GST as applicable.
iii\	Capital Charges & Expenses for procurement & installation of <b>Generator for supply upto ____ KVA Power</b> to the said Flat in case of Load Shedding. = Rs._____-/- @ Rs._____-/- per sft. SBA. + GST as applicable..
iv\	Charges for having the Apartment assessed separately and getting the name of the Allottee recorded with KMC as “person liable to pay tax” = Rs. _____
v\	Charges for having the Apartment assessed separately and getting the name of the Allottee recorded with KMC “as the Owner of the Apartment” = Rs. _____ + Mutation Fees.

[OPTIONAL] i.e. The Allottee may choose to get the Apartment mutated in the

Sl.	Particulars
	name of the Allottee himself or get the same done through Promoter, and only in the second option the aforesaid charge is payable by the Allottees]

- b} DEPOSITS : In addition to the Total Price and additional charges & reimbursements stated above, the Allottee shall pay to the Promoter towards interest free Security Deposit on various heads as mentioned below respectively within 7 days of receiving notice for possession from the Promoter :-

Sl.	Particulars
i\	Towards Security Deposit for <b>Maintenance Charges</b> - Rs._____ being @ Rs._____/ - per sft. of SBA.
ii\	Towards Security Deposit for <b>Generator</b> running & maintenance Charges- Rs._____ being @ Rs._____/ - per sft. of SBA + GST as applicable.
iii\	Towards Security Deposit for <b>Municipal Rates, Taxes</b> and tax other goings - Rs._____ being @ Rs._____/ - per sft. of SBA.

- c} DOCUMENTATION & LEGAL CHARGES : In addition to the Total Price, additional charges & reimbursements and Deposits stated above, the Allottee bear and pay all Legal & Documentation Expenses to be paid in the manner mentioned below respectively :-

Sl.	Particulars
i\	Fees of the Advocates, any one out of the following, as applicable to be paid by Allottee directly to the Advocates – [ Total Price < 1.25 Crores : Fees = Rs. 50,000/- Total Price < 2.00 Crores : Fees = Rs. 80,000/- Total Price < 3.00 Crores : Fees = Rs.1,20,000/- Total Price < 4.00 Crores : Fees = Rs.1,60,000/- Total Price > 5.00 Crores : Fees = Rs.2,00,000/- ]  <u>Payable</u> – ½ at Agreement, and balance ½ at Conveyance. + Reverse GST to be paid by the Allottee directly to the Authorities concerned.
ii\	Stamp Duty & Registration Fees (on Actual)



Sl.	Particulars
iii\	Misc. & Incidental Expenses regarding registration of Agreement & Conveyance at registration office including expenses for Query : To be paid to the Advocates.  (Agreement=Rs.7,500/- + Conveyance=Rs.7,500/-) (if registration is on Commission = Rs.3000/- extra in each case)

- d} MISC. CHARGES : In addition to the Total Price, Deposits, Documentation / Legal Expenses as stated above, the Allottee bear and pay the following charges and expenses, as the situation may arise to be paid in the manner mentioned below respectively :-

Sl.	Particulars
i\	If the Allottee takes possession of the Flat (before the possession thereof is offered by the Promoter) for the purpose of furniture, fixture and interior designing work in the said Flat, the Allottee shall be additionally liable to bear and pay the following to the Promoter :-  a} Electricity Charges on the basis of sub-meter to be installed at the costs and expenses of the Allottee;  b} Rs._____-/- per day towards the charges of the Promoter for granting such permission, which would include reimbursement of overhead expenses of the Promoter;
ii\	In case of <b>Delay or Default in making payment</b> , the Allottee shall become liable to pay interest on the amount in default at SBI prime lending rate of interest + 2% to be calculated from the date of default till the date of payment as per English Calendar, which shall be compounded every month as per English Calendar;
iii\	In case of <b>Delay or Default in taking physical possession</b> of the Apartment and other areas after receiving notice for possession the Allottee shall automatically become liable to pay to the Promoter,  a} Maintenance Charges from the Due Date of Possession, and b} Municipal rates, Taxes from the Date of Possession; and c} Interest as would be applicable; d} Other outgoings as would be applicable; e} GST, as applicable.
iv\	<b>Cancellation</b> Charges – Entire booking amount + Brokerage & GST.  Refund of the balance after adjustment of the aforesaid cancellation charges shall be made within 45 days from the date of

Sl.	Particulars
	cancellation.
	<b><u>Document charges for Cancellation</u></b>
	a} On cancellation, the Documentation & Legal Charges payable <u>at the time of Conveyance Deed</u> shall stand withdrawn (not remain payable), but instead the Allottee shall pay to the Advocates Rs.21,000/- towards Documentation for Cancellation, including printing & stationery.
vi\	<b>Nomination</b> Acceptance Charges - payable by the Nominee of the Allottee to the Promoter 1 : as be applicable out of the following plus GST :-
	a} <b><u>Before Possession</u></b> -
	* 1 <sup>st</sup> Nomination @ Rs. 200/- per sft. of SBA.
	* 2 <sup>nd</sup> & subsequent Nomination/s @ Rs. 300/- per sft. of SBA.
	b} <b><u>After Possession</u></b> -
	* 1 <sup>st</sup> Nomination @ Rs. 300/- per sft. of SBA.
	* 2 <sup>nd</sup> & subsequent Nomination/s @ Rs. 500/- per sft. of SBA.
	<b>Fees for Nomination</b> Documentation - payable by the Nominee of the Allottee to the Advocates : as be applicable out of the following :-
	[ Total Transaction < 1.25 Crores : Fees = Rs. 30,000/-
	Total Transaction < 2.00 Crores : Fees = Rs. 50,000/-
	Total Transaction < 3.00 Crores : Fees = Rs. 80,000/-
	Total Transaction < 4.00 Crores : Fees = Rs.1,10,000/-
	Total Transaction > 5.00 Crores : Fees = Rs.1,40,000/- ]
	Typing, Xeroxing, Printing, Stationery, NJ Stamp Paper of minimum value as available (for Nomination Documentation) – payable by the Nominee of the Allottee to the Advocates.
vi\	In case of any <b>alteration or modification</b> in the Apartment (from layout, specifications, etc. from those as mentioned hereafter) required by the Allottee, the following amounts shall be payable by the Allottee –
	a} Remuneration of the Promoter = @ Rs.200/- per sft. SBA.
	b} Reimbursement of all costs and expenses towards preparation of revised plan, getting the same regularized under rule 25 or any other rule of KMC.
	c} Reimbursement of all costs, charges & expenses for dismantling, constructing, reconstructing, etc. including for material, Labour, etc.
	d} GST as be applicable.
	<b><u>Note</u></b> : Under any circumstances, the Allottee shall not entitled to request for any modification or alteration after the Plumbing Work of the Apartment has been completed, and even if such request is done after lapse of time as above, such request shall be null and void abinitio.

Sl.	Particulars
vii\	All <b>Common Expenses</b> shall be borne and paid by the Allottee/s on pro-rata basis and all such payments shall be made through the Promoter or the Association of Allottees as the case may be.
viii\	The <b>Municipal rates, taxes and other outgoings</b> in respect of <u>the Apartment</u> (entire) and <u>the Appurtenant Common Area</u> (pro rata basis) for the period before Date of Possession shall be borne and paid by the Promoter, and the same thereafter shall be fully and in its entirety be borne and paid by the Allottee/s and all such payments shall be made through the Association of Allottees only till the Apartment is mutated and separately assessed by KMC.
ix\	In case of default in payment of Common Expenses, the Allottee shall be paying Interest @ 0.5% per week (as per English Calender) or part thereof on the amount due for the period of default, to the Association of Allottees.

- e} The Allottee shall hand over to the Promoter Xerox copy of the TDS Deposit challen (duly self attested as true copy by the Allottee) along with payment as per Payment Schedule at Schedule – "C", and till such time the same is given the Allottee shall be deemed to be in default (though might have made the actual payment), and accordingly all the consequences of default in payment shall apply to the Allottee;
- f} All new taxes or impositions or payable to the authority by whatever name it may be called, over and above whatever is payable on the date of this Agreement, shall be to the account of Allottee and shall be borne and paid by the Allottee in its entirety;
- g} The right of the Allottee to visit the Project for inspection, ascertainment of the work progress, or otherwise can be exercised by the Allottee only on the working days and after giving 2 working days notice (excluding the day of notice) to the Promoter;
- h} Notwithstanding anything contained in these presents or elsewhere the Promoter shall be entitled to cancel this agreement, in the event the Allottee (directly or indirectly) indulges themselves in any act or activity

against the Promoter, or defaming the Promoter in any manner or making unnecessary allegation on correspondence with the Promoter or which may cause delay in completion of the Project by the Promoter within time, and that such cancellation shall not be treated as for any kind of default by the Promoter, the consequences accordingly shall follow;

- i} All Open and Covered areas in the Said Land and the Building (the Project) there at (including all car parking spaces) save and except the Apartment & Paring Space for the Allottee will be the exclusive property of the Promoter and/or their respective Transferee/s with absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof;
- j} Before the execution and registration of the conveyance deed for the Apartment & allied, the Allottee with the approval from the Promoter will be at liberty to nominate, assign and/or transfer his/her/their/its rights, title, interest and obligations under this agreement to any person on such terms and conditions as the Purchaser shall deem fit SUBJECT TO the covenant by the nominee that the nominee will obey the terms of this agreement executed by and between the Promoter and the Allottee AND ALSO SUBJECT TO the following conditions :
  - i\ The Purchaser makes payment of all dues of the Promoter in terms of this agreement up to the time of nomination;
  - ii\ The Allottee obtains permission of the Promoter and the Promoter joins the Nomination agreement as a Confirming Party;
  - iii\ The Nominee of the Allottee pays the Nomination Charges, Nomination Documentation Charges and all other expenses prior to acceptance of the Nomination by the Promoter;

**B] CONSTRUCTION OF THE PROJECT / APARTMENT** (in furtherance to the Clause-6 of the instant Agreement) :

- a} The Specifications, Amenities, Facilities of the Common Portions of the Complex shall be as follows : -
  - 1\ STRUCTURE: R.C.C. framed structure.
  - 2\ WALLS :

- i. Double external walls for elevation, where required.
- ii. Internal (Common Areas) : Putty and Paint.
- iii. Internal (Common Areas) : Paint/ stone/ glass finish.

3\ FACADES :

- i. Facade finish shall be a combination of wood finish, stone, aluminium and textured cement concrete.
- ii. Planter bodies with well-designed drainage system where required.

4\ FLOORING :

- i. Marble / Granite / Stone in all common areas.
- ii. Marble and wooden entrance lobby.
- iii. Driveways and open parking spaces to be paved with chequered tiles or hard stone or crazy mosaic or paver blocks as per the design and specifications of the Architect.
- iv. Covered car parking space to be with crazy mosaic / cement tiles in the ground floor as per the design and specifications of the Architect

5\ STAIRCASE : The staircase railings would be of MS with wooden or Aluminum or Glass or any other suitable material handrails as per the design and specifications of the Architect.

6\ LIFT :

- i. MRL elevator-Kone or equivalent make.
- ii. Elevator access to the roof.

7\ ELECTRICAL & MISCELLANEOUS INSTALLATIONS :

- i. Top quality sockets and switches – Legrand or equivalent
- ii. Intercom.
- iii. Provision for Master Antenna Television system.
- iv. Earthing and lightning protection system
- v. CCTV surveillance system for entrance and common areas.
- vi. Concealed copper wiring, sufficient light and power points

8\ GENERATOR :

- i. 100% power backup to all and common areas.
- ii. Chargeable power back for units.

9\ ROOF-TOP :

- i. Landscaped garden for community space.
- ii. Meditation Area.
- iii. Sit-out Areas.

10\ WATER AND PLUMBING :

- i. Overhead water tank, water pipes, sewerage pipes of the building Pump and overhead reservoir as per design and specification of the Architect (save those inside any Unit).
  - ii. Drains, sewerage pits and pipes within the building (save those inside any Unit).
- 11\ SERVANT QUARTERS : Exclusive Servant Quarter with all units.
- 12\ MULTI LEVEL CAR PARK : Covered Multi-level Car park as per design by the System Provider.
- b} The Specifications of the Apartment shall be as follows : -
  - 1\ WALLS : Internal - Putty finish.
  - 2\ FLOORING :
    - i. Entire Apartment : Marble Flooring.
    - ii. Kitchen, Toilets & Bathrooms : High quality vitrified tiles for walls and floors.
  - 3\ DOORS : All doors shall be flush doors with hard wood frame with accessories.
  - 4\ WINDOWS : High quality aluminium windows or PVC Windows
  - 5\ KITCHEN :
    - i. Granite counter top.
    - ii. Provision for modular kitchen design.
  - 6\ BATHROOMS & TOILETS :
    - i. High standard sanitary ware.
    - ii. High standard bathroom fittings.

(NB - all above of American Standard or equivalent make)
  - 7\ ELECTRICALS :
    - i. Top quality sockets and switches – Legrand or equivalent
    - ii. Telephone system with intercom.
    - iii. Earthing and lightning protection system
    - iv. Concealed copper wiring, sufficient light and power points
    - v. TV, telephone and AC points in the living room and all bedrooms.
- c} The Allottee undertake not to do or cause to be done any act, deed or thing by virtue of which the construction of the said building or the Apartment & allied or any other Units to be constructed on the Said Land are either hampered, obstructed, delayed or stopped;
- d} The permissible modification or alteration in the Apartment may be done by the Promoter subject to the payment of charges as stated above well in advance;

- e} In all matters relating to construction, measurement and specification, decision of the Architect shall be final and binding on both the parties;
- f} Natural materials like marble, granite, wood, sandstone etc. contain veins with inherent structural differences, as a result of which colour and marking caused by the mineral complex composition, cracks, inherent impurities are likely to occur, while the Promoter shall take all and every care to ensure construction and completion of the Apartment & allied as per specifications mentioned herein, the Promoter, shall not be held responsible or accountable for cracks, discoloring or deterioration in the quality of such natural materials;
- g} Sand, Bricks, water, etc. used for construction work are natural materials containing various inherent impurities in its mineral composition. Any defects by these minerals resulting in salt peter action, hairline cracks or shrinkage cracks (due to thermal expansion and contraction) on the plastered surface resulting into its deterioration but the Promoter shall repair the same if the same is pointed out by the Allottee at the appropriate stage of construction by the Allottee and such stage crosses then the Promoter, shall not be liable for making any change or improvements;

C] POSSESSION OF THE APARTMENT (in furtherance to the Clause-7 of the instant Agreement) :

- a} Notwithstanding whether the Purchaser takes actual physical possession or not, the Date of Possession shall always be expiry of 7 days from the date of notice issued by the Promoter to the Purchaser for delivery of possession and it is expressly agreed by the Purchaser that from the date of possession the Purchaser shall be bound to pay all charges payable for the Apartment & allied including maintenance charges and municipal rates and taxes irrespective of whether the Allottee take possession of the Apartment & allied or not;
- b} In case the Allottee request the Promoter in writing to deliver give possession the said Apartment for furniture, fixture and interior work

purposes, then the same may be considered by the Promoter subject to the observation of the following by the Allottee :-

- i\ The Allottee pay the Electricity Charges for the electricity consumed to ascertained by way of installation of a Sub-meter for which all expenses shall be borne and paid by the Allottee;
  - ii\ Pay such amounts to the Promoter as mentioned in the relevant chart under clause 1.2 of these presents;
  - iii\ The Allottee shall not make any structural change in the Apartment and allied;
  - iv\ The Allottee shall not do any act, deed or thing which may be interpreted as causing deviation from the plans sanctioned by KMC, or for which the Promoter may be served with any kind of notice from KMC;
  - v\ The Allottee shall keep the Promoter saved, harmless and indemnified from all claims that may arise because of any activity by the Allottee during such period;
- c} The Cancellation of Agreement in pursuance of clause 7.1, 7.5, 7.6 and 9.2 above shall be treated as if the cancellation is not for any default of the Promoter, all the consequences as given in this agreement shall follow accordingly;
- d} Notwithstanding anything contained in these presents or elsewhere the Allottee shall be entitled to enforce their right of cancellation / withdraw from the Project as contained in clause 7.1, 7.5, 7.6 and 9.2 above only upon performing and fulfilling the following conditions or otherwise the cancellation proposal shall be treated as void ab-initio :-
- i\ Serving 6 months advance notice in writing in advance about intention to cancel the agreement and/or for withdrawal of the Project;
  - ii\ Permitting the Promoter to deal with any other buyer for the Apartment and allied and enter into any agreement or arrangement with such new buyer within the notice period;
  - iii\ To give cogent reason for such cancellation, as to why the same shall be accepted by the Promoter in the event Promoter within aforesaid 6



months could not find any buyer at price same or more than the price at which the Allottee has agreed to purchase the Apartment and allied;

- iv\ The cancellation can be done only by another letter to be given by the Allottee to the Promoter after expiry of the notice period aforesaid and the cancellation shall be effective only from such date as be specified the cancellation letter ( '**Date of Cancellation**' ) and the same shall in any event be after the expiry of notice period only;
- v\ The refundable amount after due adjustments shall be refunded only within 45 days from the Date of Cancellation;

e} On any cancellation –

- i\ The refund shall be of such amount which the Promoter has physically retained for itself out of the money received from the Allottee and that for the amount which the Promoter has paid any authority or person (e.g. GST, etc.) the Allottee shall be given right to recover the same directly from the authority or person concerned who has received such amount to be done at the costs, efforts and expenses of the Allottee;
- ii\ No refund shall be made to, and can be claimed by, the Allottee of the amount paid and/or spent and/or liable to be paid or spent on account of Documentation & Legal Expenses, and in case such amount was not paid then the same shall be paid by the Promoter to the Advocates of the Project out of the money to be refunded and shall adjust the same from the money to be refunded;
- iii\ From the Date of Cancellation, the Promoter shall have the right to deal with and/or dispose of the said Apartment, said Car Park and all other allied rights without any obstruction, interference and/or claim of the Allottee save that the Allottee shall have 1<sup>st</sup> Lien for their refundable amount on the money received from such transaction for resale;

- f} The Allottee shall claim compensation as per clause 7.6 above only after the Allottee satisfies the Promoter that the Allottee has independently done proper and complete due diligence and searches before this agreement and

have taken regular verification and satisfied itself about the construction work;

D] DEFAULTS & CONSEQUENCES (in furtherance to the Clause-9 of the instant Agreement) :

- a} In the event the Allottee makes any delay, latches, lapses and default in taking physical possession of the Apartment after the notice for possession, then the Allottee shall additionally be liable to pay such further amount and such heads / account as described in the chart hereafter.

E] MAINTENANCE OF THE PROJECT (in furtherance to the Clause-11 of the instant Agreement) :

- a} The promoter shall be responsible for –
  - i\ all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made there under or to the allottees or to the association of allottees, as the case may be (including for maintenance of the project at cost plus service charges payable by the allottees), till the conveyance of all the apartments in the project, to the allottees, *OR* conveyance of the common areas to the association of allottees whichever is earlier;
  - ii\ obtaining the completion certificate or the occupancy certificate, or both, as applicable, from KMC and to make it available to the association of allottees;
  - iii\ providing and maintaining the essential services, on costs plus reasonable service charges, till the taking over of the maintenance of the project by the association of the Allottees;
- b} **'Common Expenses'** shall always mean and include the following –
  - 1\ MAINTENANCE : All costs and expenses of maintaining, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the common areas including all exterior and interior walls (but not inside any unit) and in particular the roof to the extent of leakage from the upper floors.

- 2\ OPERATIONAL: All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment's and installations comprised in the common areas including transformer, generator, lift, water pump and light etc. and also the costs of repairing renovating and replacing the same.
  - 3\ STAFF : The salaries and all other expenses of the staff to be employed for the common purposes viz. accountant, manager, caretaker, security personnel and other maintenance persons including their bonus and other emoluments and benefits. Till such time the Maintenance Organization is formed the Vendor shall do the maintenance and the Vendor shall be at the liberty to charge salaries / other outgoings of the staff assigned for the maintenance job and the Purchaser shall not have any objection to the same.
  - 4\ TAXES & LEVIES : Municipal rates, taxes and levies and all other outgoings for the common areas or for the said premises or for the buildingsave the taxes determined and payable by the Unit owners for their respective units upon separate assessment.
  - 5\ ASSOCIATION OF ALLOTTEES : Establishment and all other expenses of Association of Allottees or any agency looking after the common areas.
  - 6\ INSURANCE : Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lighting, mob, violence, civil commotion (and other risks, if insured).
  - 7\ RESERVES : Creation of funds for replacement, renovation and/or other periodic expenses.
  - 8\ FACILITIES : All costs and expenses incurred for the installation, maintenance, up keep and running of the facilities as more fully described in Part I and Part II of the FOURTH SCHEDULE.
  - 9\ OTHERS : All other expenses and/or outgoings as may be determined by the Vendor / Association Of Allottees for the common purposes.
- c} Notwithstanding anything contained in these presents or elsewhere, the Project from the very beginning shall be maintained by the Association of Allottees and that immediately upon delivery of Occupancy (Completion) Certificate by KMC, it shall be deemed that automatically by operation of this agreement the maintenance of the said Project has stood transferred to and vested with the Association of Allottees;
- d} After delivery of possession of the said Apartment by the Promoter, if the Allottee would fail or neglect to pay any of the amounts as and when the same would become payable as per the terms of this Agreement or if the

Allottee would in any way fail to perform or observe any of the terms conditions covenants and stipulations herein contained and on the part of the Allottee to be observed and performed, the Promoter shall be entitled, without prejudice to their other rights, to discontinue the supply of electricity as also supply of water in the said Apartment, without being liable for any damages and it is made clear that the Allottee herein shall not be entitled to restoration of supply of water and electricity in the said Apartment till the Allottee has remedied the breach of terms and has also duly paid all outstanding amounts payable by the Allottee Together With interest thereon at the rate of 1.5% per month thereon and further the reconnection charges as may be fixed by the Promoter /Association of Allottees;

F] DEFECT LIABILITY (in furtherance to the Clause-12 of the instant Agreement) :

- a} Notwithstanding anything contained in these presents or elsewhere, the Allottee shall be entitled to claim its Defect Liability, if and only if the Allottee proves to the satisfaction of the Architect of the Project that –
  - i\ The Allottee has not made any kind of addition, alteration or change in the Apartment and allied, all walls, floor, electrical wiring & fittings, as provided by the Promoter;
  - ii\ The Allottee has taken utmost care and have maintained the Apartment and all fittings, fixtures and equipment in most diligent manner;
  - iii\ the Allottee has not done any act, deed or thing due to which the Promoter faces problem/s in getting the insurance claim in respect of the Defect Liability;
  - iv\ the Allottee has not violated any of the convants in Clause 34[G] of these presents.

G] COMPLIANCE WITH RESPECT TO APARTMENT (in furtherance to the Clause-15 of the instant Agreement) :

- a} The Allottee has acknowledged that the right of the Allottee shall remain restricted to the Apartment and the land appertaining thereto and right in the Proportionate Common Parts;
- b} As from the date of possession the Allottee covenants:
  - i\ To use the Apartment and allied for such purposes only as mentioned in the Schedule "A";
  - ii\ To co-operate with the Promoter and the Association of Allottees in the management and maintenance of the proposed Building on the Said Land and that the Allottee and other Co-Allottee of the Project shall shall pay their share(s) of deposits, subscription and such fees and charges as may be levied and decided by the Association of Allottees;
  - iii\ To observe the Rules and Regulations framed from time to time either by the Association of Allottees for the common purpose/expenses;
  - iv\ On prior notice to allow the Promoter and the Association of Allottees with or without the workmen to enter into the Apartment & allied for completion, repairs and for the common purpose;
  - v\ To pay and bear the common expenses, electricity and other utility charges and outgoings for the Apartment & allied, wholly and the common areas proportionately;
  - vi\ To pay and bear the municipal rates, taxes, levies and other outgoings relating to the new building in the Said Land, proportionately PROVIDED the same relate to the period commencing from the date of possession;
  - vii\ To pay and bear the municipal rates, taxes, levies and other outgoings relating to the Apartment & allied wholly;
  - viii\ Not to let out or part with possession of the Apartment & allied before giving prior intimation in writing to the Association of Allottees of the full particulars of the intended occupant, rent and all other charges and benefits receivable by the Allottee in respect of the Apartment & allied (to the extent necessary for assessment of

the liability for rates, taxes and other impositions) until separate assessment of the Apartment & allied (for the purpose of municipal tax) is done in the name of the Allottee;

- ix\ Not to use the Apartment & allied or permit the same to be used for any illegal or immoral purpose which may in any way violate and civil, criminal or any other law;
- x\ The exterior of the Apartment & allied shall not be decorated or redecorated otherwise than in the manner agreed to with the Promoter and/or Association of Allottees in writing and in accordance with the general scheme as provided by the Architect of the Promoter ;
- xi\ Not to use / apply any other colour scheme on the balcony attached or in surroundings of the Apartment & allied save the colour scheme approved or provided therefore by the Architect of the Promoter ;
- xii\ Not to install any air conditioner and/or exhaust fan except at the place(s) previously approved by the Promoter;
- xiii\ To get DTH / Cable TV / Broad Band connection only through the approved operators;
- xiv\ To install equipments relating to the above, only at the locations specified by the Promoter and the wiring and cabling should be done through the locations specified by the Promoter;
- xv\ Not to divide or sub-divide the Apartment & allied and/or the said Car Parking space/s;
- xvi\ To use the said Car Parking space/(s) only for the purpose of parking of the cars for whom the same has been earmarked as part and parcel of the said Apartment / Unit and not to use the same for any other purpose whatsoever;
- xvii\ Not to place or store any material in the common areas or in the common corridors, any goods or things whatsoever nor erect any cupboard etc. over these areas;
- xviii\ To observe and confirm/comply to all regulations and restrictions made by the Association of Allottees from time to time for the proper management and maintenance of the building;

- xix\ Not to bring or permit to remain upon the Apartment & allied any machinery, goods or other articles which shall or may strain or damage any part or portion of the common areas or any portion of the building thereof;
- xx\ Not to shift or obstruct any windows or lights which in any change or affect the outer face of the Building and the internal common parts;
- xxi\ Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Promoter or Association of Allottees;
- xxii\ Not to throw any rubbish, save to such extent and at such place or places as be permitted and specified by the Promoter or Association of Allottees;
- xxiii\ Not to do anything whereby the other unit owners or the co-Allottee or the co-transferees are obstructed in or prevented from enjoying their respective units quietly and exclusively;
- xxiv\ Not to claim any right over the space(s) earmarked and/or reserved by the Promoter for open/covered car parking space(s) or for any other usage in the common parts/ portions kept exclusive for common purpose whether specifically depicted in the said plan or, not;
- xxv\ Not to claim any right, title and interest over the space(s) earmarked and/or reserved by the Promoter gifted to the Kolkata Municipal Corporation as enumerated hereinabove;
- xxvi\ To keep the Apartment & allied in good state of repairs and condition and to carry out necessary repairs or replacements as and when required;
- xxvii\ Not to put any articles including name plate and letter box save at the place approved or provided therefore by the Promoter and/or Association of Allottees;
- xxviii\ Not to bring nor store in the Apartment & allied any article or substance of combustible inflammable or dangerous nature and to

comply with all recommendations of the maintenance organization/  
fire authority as to fire precautions;

- xxix\ Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Apartment & allied or any part thereof;
- xxx\ To observe such other covenants as be deemed reasonable;
- xxxi\ Not to make any hole either to the beams or to the pillars or to any structural member nor put any weight/load on the beams and pillars;
- xxxii\ Not to claim any exclusive right over the roof / terrace and over and in respect of other common / open spaces but shall be at liberty to use and enjoy the same as common parts jointly and in common with other Co-Allottee.
- xxxiii\ The Allottee shall not be entitled to -
  - 1/ Claim any right, title, interest or possession except the Apartment, the Land Share and the Appurtenant Common Area;
  - 2/ Claim any right in respect of the other Units and spaces at the said building save the right to use the common parts as may be necessary for the ingress and egress of men and materials to and from the Apartment & allied and/or for utility pipes, cables and lines to be installed in the Apartment & allied;
  - 3/ Raise any objection or hindrance either before the municipal authorities or before any Government Authorities or any other authority private or public for obtaining sanction of the building plan(s) and smooth construction of the building and sell, transfer or dispose thereof;
  - 4/ Create any obstruction or hindrance in any manner whatsoever for exercising the right, title and interest of the Promoter in respect of any portion of the Said Land;

H] ADDITIONAL CONSTRUCTION (in furtherance to the Clause-18 of the instant Agreement) :



- a} Notwithstanding anything contained in there presence or elsewhere, the provisions in respect of Construction of the Project / Apartment, and the provisions in respect the Additional Construction or anything of similar nature as contained in these presents or elsewhere does not and shall not restrict the Promoter in any manner from making additional constructions on the roof of the building with prior or post sanction and/or regularization or otherwise and further that the Allottee is hereby giving its clearance, consent and permission in advance for the same;

I] LOAN, MORTGAGE OR CREATION OF CHARGE (in furtherance to the Clause-18 of the instant Agreement) :

- a} The Promoter shall be entitled to take construction loan as against the Said Land and the Building thereat or any part thereof and deliver original title deeds to the institution concerned without the prior consent of the Allottee but shall be obliged to get the Apartment released from the same before execution and registration of Deed of Conveyance;
- b} The Allottee of other Apartment/s, Car Parking and other spaces on the Said Land and the Building thereat shall be entitled to take loan for their purchase for which the Promoter is and shall be at liberty to execute all such documents as may be necessary;

J] FURTHER ASSURANCES (in furtherance to the Clause-28 of the instant Agreement):

- a} The parties hereto jointly as well as severally appoint **Ayin Co.,** Advocates + Attorney (IPR) having its office at 7A, Kiran Shankar Roy Road, Ground Floor (West Gate), Kolkata-700 001, Email – ayin.co.law@gmail.com by Mr.Naresh Balodia, Advocate as Advocates for the Project (herein called '**said Advocates**'), who has drafted the instant Agreement, and that all kind of IPR rights including copyright of this Agreement and all documents in respect of the transaction concerned shall belong to and remain with the said Advocate;

- b} The said Advocates shall also look after all the legal affairs relating to the Common Matters of the Project, and also relating to the affairs of the Association of Allottees for which separate fees shall be paid by the party concerned as per their standard fee chart;
- c} All agreements, deeds, documents, papers and writing in respect of the Project shall be done by the said Advocates of the Project;
- d} The standard documents for the Projects as prepared by the said Advocates of the Project cannot be changed by any of the parties hereto without prior approval of the Advocates of the Project;
- e} Notwithstanding anything contained in these presents or elsewhere all earlier letters, correspondence, forms, applications, emails, and communication of each and every nature between the Promoter and the Allottee are hereby amended, replaced and/or substituted by this Agreement and henceforth the previous contract/s aforesaid shall have not effect, or virtue;

K] **DISPUTE RESOLUTION** (in furtherance to the Clause-33 of the instant Agreement) :

All the disputes and differences between the parties hereto in any way connected to the Project and/or the Apartment and/or arising out this Agreement or any other Agreement or Arrangement and in respect of Maintenance and/or Management of the Project and Common Matters of the Project (including after its completion) and the affairs relating to the Association of Allottees shall be referred to the sole Arbitration of the said Advocates for the Project whose Final Award as well Interim Award and Orders shall be final conclusive and binding on the parties hereto and the same shall be executable as court decree directly, and that the Place of Arbitration shall be at Kolkata;

## **The Schedules**

The following Schedules are annexed to this Agreement for Sale all of which shall be treated as a part of this Agreement and has been agreed to between the Parties.



SIGNED AND DELIVERED BY THE WITHIN NAMED :

**Promoter :**

1)	Signature	
	Name	
	Address	

*Please affix  
photographs  
and sign  
across the  
photograph*

At Kolkata on \_\_\_\_\_ in the Presence of :

**WITNESSES :**

1]	Signature	
	Name	
	Address	

  

2]	Signature	
	Name	
	Address	

---

Drafted as per instructions of the parties :-

By = **Ayin Co.,** Advocates + Attorney (IPR)  
 7A, Kiran Shankar Roy Road, Ground Floor (West Gate), Kolkata-700 001.  
**Email :** ayin.co.law@gmail.com  
 Registered with Ministry of MSME, Govt. of India

✓ NARESH BALODIA, *Advocate* - High Court, Calcutta & Supreme Court, Delhi.  
**Res.** = 9, Desh Pran Shasmal Road, Kolkata-700 033  
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Ayin Co.

## Schedule – “A”

### Part - I ( '*Said Land*' )

ALL THAT messuage, tenement, hereditaments, boundary walls, building and structure together with the piece or parcel of land containing an area of **8 Cottahs 13 Chittaks 17 Square Feet** (=591 Square Metres) more or less situate lying at and being Municipal Premises No. 4, RAJANI SEN ROAD, Ward No.87, Police Station – Tollygunge, Kolkata-700 026, within the limits of the Kolkata Municipal Corporation and shown in PURPLE border on the map or plan annexed hereto and marked as Schedule – “B1” and butted and bounded in the manner as follows : -

ON THE NORTH : By Municipal Road known as Rajani Sen Road.  
ON THE EAST : By 6, Rajani Sen Road.  
ON THE SOUTH : By 84 Russa Road.  
ON THE WEST : By 2/A Rajani Sen Road.

OR HOWSOEVER OTHERWISE the said Land aforesaid known, numbered, described and distinguished.

### Part - II ( '*Apartment’ & ‘Car Park*' )

#### 1<sup>st</sup> Para ( '*Said Apartment*' )

ALL THAT the Residential **Apartment No.** \_\_\_\_\_ comprising of \_\_\_\_\_ **square feet** of **Carpet Area** (approx.) on the \_\_\_\_\_ **Floor** at the \_\_\_\_\_ **Side** of the building known as “AMBIENT AADYA” and delineated in the plan annexed hereto and marked as Schedule – “B2” duly bordered thereon in ‘RED’ in the building at the Said Land more fully described in Part-I of this Schedule-“A” above written;

OR HOWSOEVER OTHERWISE the said Apartment is known, numbered, described and distinguished;

**2<sup>nd</sup> Para**  
(***'Said Balcony'***)

ALL THAT the Varanda / Balcony comprising of \_\_\_\_\_ **square feet** of **Carpet Area** (approx.) on the \_\_\_\_\_ **Floor** of the building known as "AMBIENT AADYA" and delineated in the plan annexed hereto and marked as Schedule – "B2" duly bordered thereon in 'GREEN' in the building at the Said Premises more fully described in Part-I of this Schedule-"A" above written;

OR HOWSOEVER OTHERWISE the said Balcony is known, numbered, described and distinguished;

**3<sup>rd</sup> Para**  
(***'Said SQ'***)

ALL THAT the Servant Quarter no. \_\_\_\_\_ comprising of \_\_\_\_\_ **square feet** of **Carpet Area** (approx.) on the \_\_\_\_\_ **Floor** of the building known as "AMBIENT AADYA" and delineated in the plan annexed hereto and marked as Schedule – "B2" duly bordered thereon in 'GREEN' in the building at the Said Premises more fully described in Part-I of this Schedule-"A" above written;

OR HOWSOEVER OTHERWISE the said SQ is known, numbered, described and distinguished;

(Said Apartment, Said Balcony and Said SQ collectively -  
***'Apartment'***)

**4<sup>th</sup> Para**  
**( 'Said Car Park' )**

ALL THAT \_\_\_\_\_ Open / Covered Normal Parking Space being no/s. \_\_\_\_\_ for parking of \_\_\_\_\_ number Medium Sized Motor Car in the \_\_\_\_\_ Floor Level of the Building "AMBIENT AADYA" at the said Land to be delineated and demarcated by the VENDOR (Promoter) at the time of possession or conveyance whichever is earlier.

**AND / OR**

All That \_\_\_\_ Open Mechanical Multilevel (\_\_\_\_ levels) Car Parking Space no. \_\_\_\_\_ in the Ground Level of the Building "AMBIENT AADYA" at the said Land to be delineated and demarcated by the VENDOR (Promoter) at the time of possession or conveyance whichever is earlier



**Schedule – "B1"**  
(Site Plan of the Said Land)



## Schedule – "B2"

(Floor Plan/s Of the said Apartment)



**Schedule – “C”**  
(Payment Plan)

<u>Sl.</u>	<u>% of Total Price</u>	<u>Consideration Amount (Part)</u>	<u>Stage for Payment Due</u>
1)	9%		On Application
2)	21%		On Allotment and Simultaneous to Registered Agreement which is to be done within 30 days from the date of Application
3)	10%		On Completion of 1 <sup>st</sup> Slab
4)	10%		On Completion of 3 <sup>rd</sup> Slab
5)	10%		On Completion of 5 <sup>th</sup> Slab
6)	10%		On Completion of Brick work and internal plaster of the Apartment.
7)	10%		On Completion of Flooring of the Apartment.
8)	5%		On fixing of Windows of the Apartment.
9)	5%		On completion of internal wiring of the Apartment and sanitary fittings.
10)	5%		On installation of lift.
11)	5%		On possession.
	<b>100%</b>		<b>TOTAL</b>

For CALCUTTA VYAPAAR LLP  
*Noerj L Sankar*  
 Designated Partner/Authorised Signatory

## FORM FOR PHOTOGRAPHS & FINGER PRINTS

		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		<b>LEFT HAND</b>				
	<b>Name :</b> _____ <i>(for Promoter – as Partner)</i>	_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		<b>RIGHT HAND</b>				

  

		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		<b>LEFT HAND</b>				
	<b>Name :</b> _____ <i>(for Allottee – Self)</i>	_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		<b>RIGHT HAND</b>				

  

		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		<b>LEFT HAND</b>				
	<b>Name :</b>	_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		<b>RIGHT HAND</b>				