

This **Agreement for Sale** ("AGREEMENT") executed on this [\_\_\_\_\_] day of [\_\_\_\_\_] 2023

BY AND BETWEEN

(1) **PADRONE MARKETING PVT LTD( Income Tax PAN AABCP7082K)** having its registered office at 23 Sarat Bose Road Police Station - Bhowanipore, Post Office - Elgin Road, Kolkata 700 020, (2) **RATAN LAL GAGGAR ( Income Tax PAN ADVPG9976H) (Aadhaar No:8624 6670 7341)** son of Late Onkar Mall Gagggar, residing at No. 11 Sarat Bose Road, Police Station - Bhowanipore, Post Office - Elgin Road, Kolkata 700 020, (3) **BHAGWATI DEVI GAGGAR (Income Tax PAN ADVPG2154M) (Aadhaar No:6316 3452 3817)** wife of Ratan Lal Gagggar residing at No. 11 Sarat Bose Road, Police Station - Bhowanipore, Post Office - Elgin Road, Kolkata 700 020 and (4) **RAJSHREE GAGGAR (Income Tax PANAAHPR8984M) (Aadhaar No:9067 8091 7845)** wife of Ajay Gagggar residing at No. 11 Sarat Bose Road, Police Station - Bhowanipore, Post Office - Elgin Road, Kolkata 700 020 being represented by their Constituted Attorney \_\_\_\_\_ (PAN \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_), by nationality Indian, by caste Hindu, son of \_\_\_\_\_, by occupation Service, residing at \_\_\_\_\_, hereinafter referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context in so far as the individuals are concerned shall mean and include their and each of their respective heirs, executors, administrators, legal representatives, successors-in-interest, in so far as companies are concerned shall mean and include their respective successors, successors -in-interest ) of the **FIRST PART**.

AND

**PS GROUP REALTY PVT. LTD. (CIN U65922WB1988PTC044915)**, a company incorporated under the Companies Act, 1956 having its Registered Office at No. 1002, E M Bypass, Police Station - Pragati Maidan, Post office - Dhapa, Kolkata-700 105 having (Income Tax PAN AABCP5390E), acting

through its authorized signatory [ ],(PAN No. [ ]), (Aadhaar No. [ ]), son of [ ], residing at [ ], Kolkata- [ ]and authorized vide resolution dated [ ], hereinafter referred to as the "**Promoter**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, successors-in-interest and permitted assigns ) of the **SECOND PART**.

### AND

[If the Allottee is a company] [(CIN no.)(PAN) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [ ], represented by its authorized signatory Mr. [ ], (PAN[ ], (Aadhaar No. [ ], son of[ ], residing at[ ], duly authorized vide board resolution[ ] hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)of the **THIRD PART**.

### WHEREAS:-

- A. In this Agreement wherever the context so permits, the Owners, the Promoter and the Allottee herein are collectively referred to as the Said Parties and individually as the Party.
- B. The various terms used in this agreement unless contrary or repugnant to the subject or context shall have the meaning assigned to them as stated in ANNEXURE - A hereunder written and the same shall be deemed to be part of this agreement.
- C. By several deed of conveyances, the Owners acquired ALL THAT the Municipal Premises No.11, Sarat Bose Road, Kolkata 700020 containing by estimation a land area of 63 cottahs1 chittak and 24 sq. ft. TOGETHER WITH building and various other structures standing thereon together with right over the common passageway leading from Sarat Bose Road into and/or upon the said Municipal Premises (hereinafter referred to as the Said Premises and more fully and

particularly described in the Second Schedule hereunder written the situation whereof is delineated in the map or plan annexed hereto as Annexure A and bordered in Red). The devolution of title in respect of the said Premises is hereinafter more fully and particularly described in the **FIRST SCHEDULE hereunder written.**'

- D. With the intent to carry out development and construction of the said Premises, the Owners have entered into a Development Agreement with the said Promoter vide development agreement dated 25<sup>th</sup> day of January 2022 duly registered with the Office of the Additional Registrar of Assurances - IV, Kolkata in Book No.1, Volume No.1904 - 2022, Pages 239840 ..to 239916, being Deed No 190402184 for the year 2022 for construction of a Residential cum Commercial Building/Project on the entirety of the said Premises excluding parts and portions of the south-west portion of the said Premises (hereinafter referred to as the said Reserve Portion) which is under dispute and is earmarked for future construction of a residential building as part of the Second Phase project as and when the disputes are settled. The said Residential Building and the said Commercial Building forming part of the First Phase Project are completely independent of each other save and except certain General Common Elements which remain in common with both the Residential and Commercial segment (hereinafter referred to as the general common elements and more fully and particularly described in Part I of Fifth Schedule hereunder written).
- E. Pursuant to the said development agreement the Promoter has obtained a sanction Plan being Building Permit No. 2022080096 dated 29/10/2022 (hereinafter referred to as the said Sanction Plan) from the Kolkata Municipal Corporation for development and construction of a Ground plus 23 storied building residential tower/building commonly known as "ANTARES" on the said Premises comprising of several Apartments/Flats/Units TOGETHER WITH staff quarter TOGETHER WITH car parking spaces TOGETHER WITH right to use common

parts and portions, facilities and amenities including a Recreation Centre (hereinafter referred to as the Said Residential Tower/Building the situation whereof is delineated in the Map or Plan annexed hereto as **Annexure A and bordered in Green** ).

- F. The Promoter is also undertaking necessary steps for modification of the said sanction plan in order to carry out construction of a commercial space on the South-Eastern corner of the said Premises (hereinafter referred to as the Said Commercial Building, the situation whereof is delineated in the Map or Plan annexed hereto as **Annexure A and bordered in Blue**) as well as construction of additional floor/floors in the said residential building under the provisions laid down under the Kolkata Municipal Corporation Act and Rules.
- G. The construction of the said Residential Building TOGETHER WITH the said Commercial Building are collectively referred to as the said Project/First Phase Project and the construction of the residential building in the said Reserve Portion is hereinafter referred to as the Second Phase Project as more fully and particularly described in the Part II of the **Third Schedule** hereunder written, the situation whereof is delineated in the Map or Plan annexed hereto as **Annexure A and bordered in Purple**).
- H. The Promoter has also taken necessary steps for registration of the Said Project under the Real Estate (Regulation & Development) Act, 2016 and the West Bengal Real Estate Development Rules and has also obtained a commencement Certificate for construction of the said Project on the basis of the said sanction Plan.
- I. The Allottee is desirous of acquiring on ownership basis ALL THAT the Bare Shell Apartment/Flat/Unit No..... Type .... on the ..... floor of the said residential Tower/Building known as "Antares" forming part of the said project now in course of construction at the said premises

having a carpet area of approx. .... sq. ft. (more or less) TOGETHER WITH a staff room No..... on the .... floor of the said Building having a carpet area of approx. .... Sq. ft. (more or less) TOGETHER WITH "EBVT Area", if any, having an area of approx. \_\_\_\_ square feet all aggregating to a carpet area of \_\_\_\_ square feet (more or less) (hereinafter referred to as the said Unit the situation whereof is delineated in the map or plan annexed hereto and marked as Annexure **B**) TOGETHER WITH ..... car parking space on ..... floor (hereinafter referred to as the Said Car Parking Space the situation whereof is delineated in the map or plan annexed hereto and marked as Annexure C TOGETHER WITH right of use of the common passageway leading from Sarat Bose Road into or upon the Said Project TOGETHER WITH right to use all common parts and portions, facilities and amenities in the said premises and forming part of the First Phase project (morefully and particularly described in the **Fifth Schedule** hereunder written) TOGETHER WITH undivided impartible proportionate share or interest in the land underneath the said residential building comprised in the said Premises attributable and/or allocable to the said Unit (hereinafter referred to as the said Unit/Apartment and the Properties Appurtenant Thereto and morefully and particularly described in the Fourth Schedule hereunder written) and which the Owner/Promoter has agreed to sell and transfer free from all encumbrances, charges, liens, lispence whatsoever or howsoever for the consideration and subject to terms and conditions hereinafter appearing).

- J. The Parties has gone through all other terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed out herein.
- K. 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.

- L. 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 transfer and the Allottee hereby agrees to purchase and acquire ALL THAT the said Unit and the Properties Appurtenant Thereto as referred in the Fourth Schedule for the consideration and subject to terms and conditions hereinafter appearing.
- M. The Parties are desirous of recording the same in writing.

**NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS, MUTUAL REPRESENTATIONS COVENANTS ASSURANCES AND PROMISES CONTAINED HEREIN AND FOR GOOD AND VALUABLE CONSIDERATION THE PARTIES HAVE AGREED** as follows:

#### 1.0 TERMS

- 1.1 Subject to the terms and conditions as detailed out in this Agreement, the Promoter has agreed to sell and transfer and the Allottee hereby agrees to purchase and acquire the Unit and the Properties Appurtenant thereto as specified hereinabove.
- 1.2 The total amount agreed to be paid by the Allottee is based on the total carpet area which has been agreed upon between the parties hereto as recorded herein and the total consideration price payable by the Allottee to PROMOTER comes to Rs. ....(Rupees .....only)(hereinafter referred to as the TOTAL CONSIDERATION PRICE/PURCHASE PRICE).

Residential Unit No. Type- , BHK-	Rate of Apartment per square feet of carpet area : Rs. ..../-
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Floor	
Cost of Unit	Rs. /-
Cost of exclusive balcony or verandah areas	Rs. /-
Cost of exclusive open terrace	Rs. 0/-
Floor Escalation Charges	Rs. /-
Cost of Car Park -	Rs. /-
<b>Consideration for the Apartment</b>	<b>Rs. ....../-</b>

1.3 The Allottees have further agreed to pay the following amount as and by way of extra payments to the Promoter and the same shall be paid after the execution of this agreement as and when demanded by the promoter

Extras Payments (Extras and Deposits):	
<b>Maintenance Deposit</b> - This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs.
<b>Sinking Fund</b> - This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.	Rs.
<b>Transformer Charges &amp; Electricity Charges</b> - This amount is payable for the	On Actuals

<p>said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC Ltd. for providing and installing transformer at the said Project.</p> <p>Provided the Allottees shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.</p>	
<p><b>CESC Security Charges</b></p>	<p>On Actuals (for electric meter)</p>
<p><b>Legal Charges</b> (includes legal fees pertaining to drafting of this ATS and the Deed of Conveyance)</p>	<p>Rs.</p>
<p><b>Incidental charges</b> for facilitating the process of registration</p>	<p>Rs. ....../-</p>
<p><b>Association Formation Charges</b></p>	<p>Rs. ....../- per unit</p>
<p><b>Diesel Generator Power Backup-</b> Generator charges for limited back up (Rs. 25,000/- per KVA)</p>	<p>Actuals On the basis of per KVA</p>
<p><b>VRV Charges</b></p>	<p>Rs.</p>
<p><b>Club Development charges</b></p>	<p>Rs. /-</p>
<p><b>Property tax deposit-</b> This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months.</p>	<p>Rs. ....../-</p>
<p><b>Rule 25 Charges 9if applicable)</b></p>	<p>ON ACTUALS</p>



<b>Total Extras and Deposits (in Rupees)</b>	<b>Rs. -- On actuals</b>
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**Explanation:**

- (i) The Total consideration price above includes the booking amount paid by the Allottee to the PROMOTER towards the Unit and the Properties Appurtenant thereto.
- (ii) The Total consideration price above includes Taxes (consisting of tax paid or payable by the PROMOTER by way of GST and Cess or any other similar taxes which may be levied in connection with the construction of the New Building(s) payable by the PROMOTER upto the date of handing over the possession of the Unit and the Properties Appurtenant thereto. Provided that in case of any change/modification in the taxes, the subsequent amount payable by the Allottee to the PROMOTER shall be increased and/or reduced based on such change/modification.
- (iii) The PROMOTER shall periodically intimate in writing to the Allottee the amount payable as stated above and the Allottee shall make payment demanded by the PROMOTER within the time and in the manner as specified therein. In addition the PROMOTER shall provide the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies have been imposed or become effective;
- (iv) The Total Consideration Price of the Unit includes recovery of price of land, construction of common areas, internal development charges, external development charges, taxes, cost of providing electric wiring and electrical connectivity to the apartment, lift, water line and plumbing, finishing with the paint of exterior walls of the new building, tiles, doors,

windows, fire fighting equipment's and fire detection in the common areas and includes cost of providing all facilities, amenities and specifications to be provided in the said project;

- 1.4 The Total Consideration Amount/Purchase 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 undertake and agree 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 relevant notification/ order /rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act and shall not be charged from the Allottee.
- 1.5 The said total consideration amount shall be paid in the manner as provided for in the **SIXTH SCHEDULE** hereunder written by the Allottee to the PROMOTER.
- 1.6 The timely payment of all the amounts payable by the Allottee under this agreement (including the total price) is the essence of the contract. An intimation forwarded by the PROMOTER to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The PROMOTER demonstrating dispatch of such intimation to the address of the Allottee by email or by any other electronic media shall be conclusive receipt thereof by the Allottee and shall not be a plea or any excuse for nonpayment of any amount or amounts.

- 1.7 In the event of delay and/or defaults on the part of the Allottee in making payment of any GST, TDS or any other tax, levies, cess., etc then without prejudice to any other right or remedies available to the PROMOTER under this Agreement or under any applicable law, the PROMOTER shall be entitled to adjust against any subsequent amounts received from the allottee, the said unpaid tax levy, cessetc along with interest, penalty etc payable thereon, from the due date till the date of adjustment.
- 1.8 The PROMOTER shall have the right to provide discount on early payments as may be agreed between the parties in writing.
- 1.9 It is agreed that the PROMOTER/Promoter shall not make any additions and alterations in the sanctioned plan, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the said Unit without the previous written consent of the Allottee as per provisions of the Act PROVIDED HOWEVER that in the event of the Allottee requiring any alteration and/or modification and the same is permissible in law, the PROMOTER may cause the same to be done upon payment of such amount as may be mutually agreed upon and reduced in writing it being further agreed that in the event of the Promoter making any modification/alteration in the sanctioned plan as permissible in accordance with the building rules of Kolkata Municipal Corporation and other statutes, the Promoter shall be entitled to do so long as the same does not affect the Unit intended to be acquired by the Allottee and the Allottee hereby consent to the same and no further consent of the Allottee shall be necessary and/or required.
- 1.10 The PROMOTER shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet areas. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER. If there is reduction in the carpet area

then the PROMOTER shall refund the excess money paid by the Allottee within forty five days from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to the Allottee, the PROMOTER may demand that from the Allottee as per the next milestone of the Payment Plan as provided in SIXTH SCHEDULE. All these monetary adjustments shall be made at the same rate per square feet in terms of this Agreement.

- 1.11 The Allottee acknowledges that the certificate which may be given by the Architect of the said Project certifying the Carpet Area to comprise in the said Unit shall be binding on the parties hereto.
- 1.12 Upon full payment of the total purchase price and other amounts to be paid in terms of this agreement, the PROMOTER agree and acknowledge, the Allottee shall have the right to the Unit as mentioned below:
  - i) The Allottee shall have exclusive ownership of the Apartment/Unit
  - ii) The Allottee shall also have undivided proportionate share in common areas. Since the share of the Allottee in the common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of Allottees after duly obtaining completion certificate from the competent authority as provided in the Act.
  - iii) For the purposes of compliance of the provisions of Section IV (d) of the said Act the total purchase price includes recovery of price of land, construction of not only the Unit but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical

connectivity to the apartment, lift, water line and plumbing, finishing with paint, marble, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes the cost for providing all other facilities, amenities and specifications to be provided within the apartment and/or project.

1.13 It is made clear by the PROMOTER and the Allottee agrees that the said Unit along with \_\_\_\_\_ car parking space if allotted 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 land and is not part or any other project or zone and shall not form part of and/or linked/combined with any project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project as well as for the Phase II property.

1.14 The Allottee has paid a sum of Rs. ....../- (Rupees .....only) as booking amount being part payment towards the Total Consideration Price of the Unit and the Properties Appurtenant thereto at the time of application the receipt of which the PROMOTER hereby acknowledges and the Allottee hereby agrees to pay the remaining total price of the Unit/unit and the Properties Appurtenant thereon as prescribed in the Payment Plan set out in SIXTHSCHEDULE as may be demanded by the PROMOTER within the time and manner as specified therein.

Provided that if the Allottee delays in payment towards any amount for which is payable, the Allottee shall be liable to pay interest at the rate specified in the Rules or at such rate which is not more than the Prime Lending Rate of State Bank of India plus 2% p.a. whichever is higher.

## **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 through account payee cheque/demand draft/banker's cheque or online payment in favor of **"PS GROUP REALTY PVT. LTD. PROJECT ANTAREAS COLLECTION ACCOUNT."** payable at Kolkata.

The Allottee acknowledges that it is his/her responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement and the PROMOTER from time to time shall give notice as the amounts due and payable by the Allottee and such notice may be sent by the PROMOTER electronically, ordinary mail or by speed post with acknowledgment due.

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

- 3.1 The Allottee if a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments /modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, transfer of immovable property etc. and provide the PROMOTER with such permissions, approvals which would enable the PROMOTER to fulfill its obligations under this Agreement. The Allottee agrees that in the event of any failure on his part to comply with the applicable guidelines issued by RBI, the Allottee along shall be liable for any action under FEMA or any other laws as applicable as amended from time to time.
- 3.2 The Allottee shall keep the PROMOTER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the PROMOTER immediately and comply with the necessary formalities towards under the applicable laws. The PROMOTER shall not be responsible towards any third party making payments, remittances on

behalf of the Allottee and such third party shall not have any right in this Agreement/allotment of the said Unit in any way and the PROMOTER shall issue the payment receipts in favor of the Allottee only.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENT**

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

**5. TIME IS ESSENCE**

Time is the essence for the PROMOTER as well as the Allottee. The Promoter shall abide by the time schedule for completing the construction of the New Building and handing over the Unit and the Properties Appurtenant thereto to the Allottee after obtaining the occupancy certificate. The Allottee acknowledges that it is his/her responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement subject to the simultaneous completion of construction by the Promoter as provided in **SIXTHSCHEDULE**.

The PROMOTER from time to time shall give notice as to the amounts due and payable by the Allottee and such notice may be sent by the PROMOTER electronically, ordinary mail or by speed post with acknowledgement due.

**6. CONSTRUCTION OF THE RESIDENTIAL BUILDING/UNIT**

The said Residential Building and/or the Unit shall be constructed in a workmanlike manner with quality materials. The Promoter shall develop the project in accordance to the plan approved by the competent authority. The Promoter undertakes not to make additions or put up additional structures anywhere in the project after the

building plan, layout plan, sanctioned plan and specifications, amenities and facilities have been approved by the competent authorities and disclosed, except for as provided under the provisions of law. The Allottee acknowledges that taking into various factors and as and when required by the Architect for the time being of the said project it may be necessary to alter and/or modify the plan sanctioned by the authorities concerned and the Allottee acknowledges and consents that the Promoter shall be entitled to modify and/or alter the Plan so long as the same does not adversely affect the Unit intended to be acquired by the Allottee.

## **7. POSSESSION OF THE UNIT**

- 7.1 Unless prevented by circumstances beyond the control of the Promoter, the said Unit shall be completed in all regards and handed over to the Allottee by August, 2027 with a further grace period of another 6 months, which is February 2028 (hereinafter referred to as the COMPLETION DATE).
- 7.2 Time for completion is and shall always remain as the essence of the contract subject to what is herein agreed.
- 7.3 Upon part completion of the said Project i.e. upon completion of the residential building or the commercial building from time to time the Promoter shall apply to Kolkata Municipal Corporation for grant of partial completion certificate. Only upon payment of the total purchase price and all other amounts payable in terms of this agreement by the Allottee to the PROMOTER the Allottee shall be entitled to take over possession of the said Unit along with ready and complete common areas with all specifications, amenities and facilities
- 7.4 In the event of any delay in making over possession consequent to force majeure conditions then and in that event the time for completion shall stand automatically extended
- 7.5 For the purposes of force majeure the following shall be deemed to be force majeure conditions:



- i) War
- ii) Flood
- iii) Drought
- iv) Fire
- v) Cyclone
- vii) Pandemic
- vii) Earthquake or any other calamity caused by nature

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 agreement shall stand terminated and the PROMOTER shall refund to the allotted the entire amount received by the PROMOTER from the Allottee within 45 days from that date or such date as decided by the Promoter whichever is later. The PROMOTER shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc against the PROMOTER and the PROMOTER shall be released and discharged from all its obligations and liabilities under this Agreement.

**8. PROCEDURE FOR TAKING POSSESSION:** the Promoter upon obtaining partial completion certificate or completion certificate issued by the competent authority/KMC and subject to the Allottee not being in breach of any of his/her/their/its obligations under this Agreement, the Promoter shall offer in writing the possession of the Unit to the Allottee in terms of this Agreement to be taken within three months from the date of issuance of occupancy certificate/Possession Notice. The conveyance deed in favour of such Allottee shall be executed by the PROMOTER within three months from the date of issuance of completion certificate subject to however the Allottee complying with its/her/his/theirs obligations in terms of this agreement. However, in the event the Allottee fails to execute the deed of conveyance within the

period of three months upon request and/or intimation made by the Promoter then and in such event the Allottee shall be liable to make payment of damages and/or compensation to the Promoter @ Rs. 10,000/-per month for such delay caused in execution of the deed of conveyance. The Allottee agree(s) to make payment of the maintenance charges as determined by the Promoter/Maintenance Company as the case may be, from the date of issuance of the Occupation Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act in respect of the said Project.

- 9. FAILURE OF ALLOTTEE TO TAKE POSSESSION :**The Allottee shall take possession of the said Unit within 7 days of the issuance of the Possession Notice by providing necessary indemnities, undertakings to the Promoter and upon making complete payment of all the dues as defined in this agreement and upon executing such other documents as required by the Promoter. In the event the Allottee fails to make payment of all amounts due and payable by he/she/them/it to the Promoter in terms of this agreement and to take over possession of the said Unit in the manner as hereinbefore mentioned and such default continues for a period of two months then and in such event the Allottee shall be declared as a Defaulter and the Promoter shall be at liberty to take such steps and/or measures as defined in this Agreement. In the event, the Allottee fails to take possession of the said Unit as defined hereinabove the Allottee shall continue to be liable to make payment of CAM charges, pre-determined demurrage charges of Rs...10,000/- per month and other outgoings as mentioned in this Agreement to the Promoter/Maintenance Company.
- 10. CANCELLATION BY THE ALLOTTEE:** The Allottee shall have the right to cancel/withdraw his allotment in the said project in terms of the provision as laid down under the said Act and Rules Provided that where the Allottee proposes to cancel/withdraw from the project

without any fault of the Promoter, the Allottee shall serve a 45-day notice in writing to the Promoter of such cancellation and/or withdrawal. Upon the expiry of the Notice period the allotment made to the Allottee stand cancelled and the Promoter shall refund only such amount paid by the Allottee towards part consideration for allotment of the said Unit after forfeiting and/or deducting the Booking Amount paid by the Allottee for allotment of the said Unit TOGETHER WITH interest as required to be paid by the Allottee in terms of this Agreement TOGETHER WITH Interest and GST as applicable on such cancellation charges. It is hereby further clarified that any amount deposited with the statutory authorities including GST towards allotment of the said Unit shall not be refunded back by the Promoter and the Allottee shall be at liberty to claim such refund directly from such statutory authorities.

- 11. CANCELLATION BY THE PROMOTER:** In terms of this agreement time for payment of the total purchase price and other amounts is and shall always remain as the essence of the contract and in the event of the Allottee failing to make payment of any of the amounts payable in the manner as provided for in this agreement then and in that event the PROMOTER shall be entitled to terminate this agreement by giving to the Allottee 15 days' notice in writing (hereinafter referred to as the NOTICE OF CANCELLATION) and upon expiry of the notice period this Agreement shall automatically stand cancelled and in such an event the Allottee shall cease to have any right under this agreement or in respect of the said Apartment. Upon such cancellation and/or termination the PROMOTER shall be required to refund back such amount paid by the Allottee towards allotment of the said Unit within 45 days of such termination or cancellation or within such time as decided by the Promoter whichever is later after forfeiting and/or deducting the following amounts:-

- (a) an amount equivalent to 10% of the total consideration amount required to be paid by the Allottee towards allotment of the said Unit together with taxes as applicable
- (b) CAM and other charges required to be paid by the Allottee till date in terms of this agreement
- (c) any interest if due and payable in terms of this agreement
- (d) any amount required to be paid by the Allottee towards GST and other statutory dues in terms of this agreement
- (e) any pre-determined demurrage charges in terms of this agreement
- (f) any brokerage or commission paid to any real estate agent/channel partner/broker
- (g) any loss incurred by the Promoter upon cancellation of the said Unit including any loss on resale of the said Unit
- (h) any other charges incurred by the Promoter in terms of this agreement.

## **12. DEFECT LIABILITY:**

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

It is clarified that the PROMOTER shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the project or acts or any third party (ies) or on account of any force majeure events including on account of any repairs /re-decoration/or any other work

undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Project property.

It is hereby further agreed that at any stage any damage is caused to any other unit and/or the common parts and portions of the said residential building due to the fit outs carried out by the Allottee in their respective unit then and in such event the Allottee shall stand liable for repairs/replacement/rectification of such damage at his/her own cost and in this regard the Allottee hereby duly indemnifies the Promoter.

### **13. REPRESENTATION, DISCLOSURE, DISCLAMIER AND WARRANTIES OF THE PROMOTER AND THE ALLOTTEE**

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

- i. The Promoter has absolute, clear and marketable title in respect to the said Premises save and except what has been stated in clause (iii) herein stated; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project;
- iii. There are no litigations pending before any Court of law with respect to the said Premises save and except the following:-
  - a) A Title Suit no. 240 of 2018 was filed before the Ld. 4<sup>th</sup> Civil Judge (Senior Division), Alipore by the owners against the trespassers/occupiers occupying the south-east portion of the premises earmarked for commercial space. During the pendency of the suit the said trespassers/occupiers have vacated the said portion under their occupation but however the suit is yet to be withdrawn.

- b) A M<sup>nc</sup>. Case No. 05 of 2007 has been filed by a trespasser in Title Suit No. 40 of 2003 before the Ld. 4<sup>th</sup> Civil Judge (Senior Division), Alipore against whom a decree of eviction had already been passed and who has been evicted in the execution case passed by the Learned Court.
- c) A Title Appeal no. 93 of 2002 is pending before the Ld. District & Sessions Judge at Alipore. This Title Appeal is in regard to a suit for eviction filed by the owners against the trespassers/occupiers occupying the said reserved portion which been earmarked for further construction upon settlement of all disputes.
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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;
- v. 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;
- vi. 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 project, and the said unit which will, in any manner, affect the rights of Allottee under this Agreement;
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said unit to the allottee in the manner contemplated in this agreement;
- viii. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of

the unit to the allottee and the common areas to the association of the allottees;

- ix. The Schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule property; 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;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said premises) has been received by or served upon the Promoter in respect of the said Project;
- xi. That the premises is not Waqf property.

13.2 At or before execution of this Agreement the Allottee has assured and confirmed the Promoter as follows:

- i) That the Allottee is satisfied with the title of the OWNER/PROMOTER in respect of the said Premises after having conducted and completed to his/her/their/its independent due diligence and title verification in respect of the Said Premises as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s), etc., and after having carried out a physical inspection of the Said Premises and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Title, papers, documents, etc., (including the various covenants, terms, conditions, etc., respectively stipulated therein) related inter alia to the Said Premises including but not limited to the Said

Premises including but not limited to amongst others, the Specifications, approvals, etc., for the Project, the deeds, papers, documents, details, schedules, etc., referred to and/or specified under the Act and the Rules as also those referred to and/or referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee and the Allottee confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and inter alia:-

a) the right, title and interest of the Promoter and the Owners to/over/in respect of the Said Premises and to develop and deal with the Project intended to be constructed/developed on the Said Premises;

b) the Title;

c) the nature, state, condition and measurement of the Said Premises and the Project, as applicable, and the manner in which the same is/are presently intended to be used;

d) to park private medium sized car(s) within the space comprising the Car Parking Space if any, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter;

e) the proposed location, lay out plan and the dimensions of each of the Said Unit and the Car Parking Space;

f) the Common Areas which are intended to form a part of



the Project;

g) the laws/notifications and rules applicable to the area where the Said Premises is situated, in general, and the Project and similar projects, in particular;

h) the present estimated respective Carpet Area of the Said Unit and the manner of calculation thereof;

i) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;

j) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold title in respect of the Said Unit and Properties Appurtenant Thereto along with the Car Parking Space if any, the manner and method of use and enjoyment of the same as well as the covenants running with the land and the Said Unit and Properties Appurtenant Thereto;

k) that the Car Parking Space/s provided in the Residential Segment are for the benefit of the Allottee/s or occupant/s of the Project. The Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound

by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

l) the Specifications as also the measurements, dimensions, designs and drawings.

m) the state and condition in which the Said Unit And Properties Appurtenant Thereto if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;

n) the Promoter is entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and as provided for in this Agreement, the Promoter shall be entitled to and would be well within its right to alter, modify, amend, revise etc. the Plan and to undertake any further and/or additional construction(s) at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building, and the Promoter shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Residential or Commercial Building including all the Common Areas, notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Unit, and each of such further constructions shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to

- do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;
- o) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Parts and Portions subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;
- ii) That each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the Said Project and/or the Said Unit And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Unit And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated

bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottee, and therefore are fair and reasonable;

- iii) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
- iv) that the Allottee has entered into this Agreement after taking into account/ consideration several factors, and thus the quantum of the Total Consideration Price, the Deposits, Extra Payments and all other amounts, charges, costs, deposits, expenses, taxes etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- v) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
- vi) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/ her/their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Unit And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottee

undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;

- vii) that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Unit And Properties Appurtenant Thereto; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Land and/or the Project.
- ix) That is fully satisfied as to the carpet area and/or chargeable area to form part of the said Unit
- x) Acknowledges and confirms that the right of the Allottee shall remain restricted to the Unit intended to be acquired by him/her/it and will have no right over and in respect of other Units in the Residential Building as well as the Commercial Building and/or the Reserve Portion as defined herein.
- xi) Acknowledges, consents and confirms that he/she/it is well aware of the reserved portions to be retained by the Owners and/or its nominees and further acknowledges that the owners are entitled to carry out construction on the said reserved portion and further entitled to use and/or utilise the common parts and portions, facilities and installations to be provided by the

Promoter in the said project for effective use of the Phase II project.

- xii) is satisfied that the First Phase Project is free from all encumbrances and charges save and except what has been stated in clause 16.1(iii) and that there is no litigation pending in any Court of Law with regard to the said Premises
- xiii) Is satisfied that all approvals, licenses, permits issued by the competent authority with respect to the said project are valid and subsisting and that the same have been obtained by following due process of law.
- xiv) That the PROMOTER are legally competent to enter into this agreement.
- xv) That the said Property is not the subject matter of any HUF and that no part of the land forming part of the said Premises is owned by or remains vested in a minor.
- xvi) Acknowledges and confirms the right of the owner/occupier of the commercial building to use the common passageway starting from Sarat Bose Road into and or upon the said Premises for free ingress and egress into and/or upon the said premises as well as for purpose of parking of vehicles.
- xvi) That the said Premises is not subject to any notice of acquisition and/or requisition nor there is any threat or acquisition and/or requisition.
- xvii) That all municipal rates taxes and other outgoings payable in respect of the said Premises has been paid and/or shall be paid by the PROMOTER/Promoter up to the completion of the said Project.

- xviii) Acknowledges that the terms and conditions of this agreement are fair and reasonable.
- xix) Has obtained independent legal advice and the Advocates so appointed by the Allottee has also caused necessary searches/investigation of title to be made.
- xx) Acknowledges that the said new building is going to be a very prestigious building in the city of Kolkata and as such the Allottees agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- xxi) Acknowledges, consents and confirms that the allottee has no objection in the Promoter carrying out construction of additional floor/space on the Said Residential Building/Project subject to permissions of the Kolkata Municipal Corporation.
- xxii) Acknowledges, consents and confirms that the demarcated south East portion of the Said premises has been earmarked for carrying out commercial activities.
- xxiii) Acknowledges, consents and confirms that none of his/her/its guests and/or visitors shall be allowed to utilize the said car parking space allotted to him or her, for the purpose of parking visitor's cars and/or vehicles and instead of that shall be allowed to park their respective vehicles on the demarcated visitor's car parking spaces within the said complex, that has been provided by the Promoter/developer and shall be utilized in common by guests of all allottees within the said project.
- xxiv) The parties have gone through all the terms and conditions set out in this agreement and have understood their respective obligations and rights detailed herein.

xxv) The parties hereto confirm that they are signing their agreement with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project.

xxvi) 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 not willing to enter into this agreement on the terms and conditions appearing hereinafter

And has agreed not to raise any objection whatsoever or howsoever

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

14.1 Subject to the Fore Majeure clause, the PROMOTER shall be considered under condition of Default, in the following events:

- (i) PROMOTER/Promoter fails to provide ready to move in possession of the Unit to the Allottee within the stipulated time period specified in Para 9.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority.
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making payment 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 interest;
- (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 Unit, along with interest at the rate prescribed in the Rules within forty



five days of receiving the termination notice or within such date as decided by the Promoter whichever is later.

Provided that where the Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid by the PROMOTER, interest at the rate prescribed in the Rules, for every month of delay till handing over the possession of the Unit, which shall be paid by the PROMOTER/Promoter to the Allottee within forty five days of it becoming due.

14.3 The Allottee shall be considered under the condition of default on the occurrence of the following events:

- (i) In the case the Allottee fails to make payment for consecutive demands made by the PROMOTER as per payment in Fourth Schedule hereunder, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the PROMOTER on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond one month after notice from the PROMOTER in this regard, the PROMOTER may cancel the allotment of the Unit in favor of the Allottee and refund the money paid to them by the Allottee by deducting the booking amount and interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the PROMOTER shall intimate the Allottee about such termination at least thirty days prior to such termination.

## **15. CONVEYANCE OF THE SAID UNIT**

15.1 The PROMOTER on receipt of the Total Consideration Price of the Unit and the Properties Appurtenant thereto under this Agreement from the Allottee along with interest due thereon if any, the Deed of Conveyance shall be executed in favor of the Allottee within three months from the

date of taking over possession and time in this regard is and shall be treated as the essence of the contract. However, in the event the Allottee fails to execute the deed of conveyance within the period of three months upon request and/or intimation made by the Promoter then and in such event the Allottee shall be liable to make payment of damages and/or compensation to the Promoter @ Rs. 10,000 per month (hereinafter referred to as the said Demurrage Charges) for such delay caused in execution of the deed of conveyance.

- 15.2 Within ten days from the date of notice to that effect being given by the PROMOTER to the Allottee, the Allottee shall deposit the requisite amount on account of stamp duty, registration charges, legal expenses and other incidental expenses and without the Allottee depositing the said amount the PROMOTER/Promoter will not be under an obligation to execute the Deed of Conveyance and in the event of the Allottee failing to deposit the requisite amount within the stipulated time then and in that event without prejudice to any other right which PROMOTER may have the Allottee shall be liable and agree to make payment of Demurrage CHARGES and the Allottee acknowledges such guarding charges is fair and reasonable in as much as the PROMOTER shall continue to hold the Unit for and on behalf of and on account of the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act 1899 including any actions taken or deficiencies/penalties imposed by the competent authority.

**16. MAINTENANCE OF THE SAID NEW BUILDING/UNIT – NAME OF THE PROJECT**

- 16.1 The said Phase I Project/Project shall always be known as **“Antares”**
- 16.2 The Allottees acknowledges that maintenance of the common parts and portions and supply of services is for the benefit of all the Owners of the various Units in the said residential building as well as the commercial building and as such it is desirable that a Facility

Management Company/Holding Organisation (hereinafter referred to as the FMC) be appointed and in this regard the Allottees authorizes the Promoter to appoint a Facility Management Company on such terms and conditions as the Promoter in its absolute discretion may deem fit and proper who shall remain responsible for maintenance of the common parts and portions and for rendition of common services.

- 17.3 The Promoter shall be entitled to appoint a Facility Management Company on such terms and conditions as the Promoter in its absolute discretion may deem fit and proper and the Allottee shall be liable to make payment of an amount equivalent to 15% of the CAM Charges as service charges payable to such FMC.
- 17.4 Until such time the Promoter has appointed such FMC the Promoter shall be liable to maintain the common parts and portions and be responsible for rendition of common services and as such the Promoter shall be entitled to claim an amount equivalent to 15% of the CAM Charges payable by the Allottees as and by way of service charges.
- 17.5 After formation of the Holding Organization, the Holding Organization will take control of the common parts and portions and shall remain liable for rendition of common services.
- 17.6 The PROMOTER and/or the said FMC shall raise monthly CAM charges on the Allottee which shall comprise of the following:-
- a) maintenance charges towards upkeep and/or maintenance of all common parts and portions,
  - b) maintenance charges towards upkeep and/or maintenance of facilities and installations
  - c) charges towards the Recreation Centre.
- 17.7 However, the Owner and/or the Occupant of the said commercial building shall only be liable to make payment of the CAM charges towards upkeep and/or maintenance of the common facilities and

installations and under no circumstances shall make payment of the CAM charges towards the Recreation Centre as well as the common parts and portions. The CAM charges for the commercial building shall be in the same proportion as that applicable to the unit owners for maintenance and upkeep of the common facilities and installations.

**18. RIGHT OF THE ALLOTTEE TO USE COMMON PARTS AND PORTIONS, FACILITIES AND INSTALLATIONS SUBJECT TO PAYMENT OF MAINTENANCE CHARGES AND DEFAULT IN PAYMENT OF THE MAINTENANCE CHARGES/ENFORCEMENT**

18.1 The Allottee hereby agreed to purchase the Unit and the Properties Appurtenant thereto on the specific understanding that his/her/their/its right to use common parts and portions, facilities and installations shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the PROMOTER /FMC/Holding Organisation/Association of the Allottees (or the maintenance agency appointed by it) as the case may be and performance by the Allottee of his/her obligation in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottee/s from time to time.

18.2 In the event of the Allottees failing to make payment of the common area maintenance charges together with GST as applicable (hereinafter referred to as the CAM CHARGES) the Allottees shall be obligated to pay:

- i) interest at the rate of 15% per annum on all amounts remaining outstanding
- ii) Such charges per month as may be determined by the Promoter, as late charges

And if such default shall continue for more than thirty days then and in that event all expenses including reasonable attorney's fees paid and/or incurred by the Promoter /FMC/Holding Organization in respect of any proceedings brought about to collect such unpaid CAM

Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Allottee.

18.3 The Allottee acknowledges that upkeep of the common parts and portions and rendition of common services is for the benefit of all the Unit owners in the said project/s and nonpayment thereof by the Allottee is likely to adversely affect the services and/or interest of the other Unit owners and as such in the event of any default on the part of the Allottee in making timely payment of such common expenses the Allottees shall be liable to pay interest at the rate of 15% per annum on the amounts lying in arrears and if such default shall continue for a period of three months then and in that event the Allottees shall not be entitled to avail of any of the said facilities and/or utilities and the PROMOTER and/or Holding Organization and/or FMC as the case may be shall be entitled to and the Allottee hereby consents:

- i) to discontinue the supply of electricity to the Allottees' Unit
- ii) to disrupt the supply of water
- iii) to withdraws the lift facilities to the Allottees and/or to the members of his family including the Allottees' visitors, servants and agents

And such facilities shall not be restored until such time the Allottees has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Promoter for realization of the amounts lying in arrears including reasonable attorney's fees paid and/or incurred by the PROMOTER/Federation/Holding Organization in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Allottees.

## **19. RIGHT TO ENTER THE UNIT FOR REPAIRS**

The Promoter/ FMC/ Holding Organization/ Association of Allottee/s /Maintenance Agency shall have the rights of unrestricted access of all Common parts and portions, and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or the maintenance agency to enter into the Unit and the Properties Appurtenant thereto 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.

**20. RECREATION CENTRE:**

- 20.1 The Promoter has earmarked a dedicated building for setting up a recreation centre and forming part of the common parts and portions, facilities and installations. The said Recreation Centre shall comprise of various sporting and other facilities and activities as decided by the Promoter and shall be used by the residents of the said residential building upon payment of a club development charge of Rs..... and forming part of Clause 3.2.3
- 20.2 The Promoter shall lay down the rules and regulations to be adopted by the residents for smooth running and operations of the Recreation Centre.
- 20.3 Till such time the Holding Organisation is formed and common parts and portions facilities and installations including the Recreation Centre are handed over to the Holding Organisation the Promoter shall run, operate and maintain the Recreation Centre. The Allottee shall be liable to make payment of a proportionate maintenance charge forming part of the the CAM charges towards the maintenance of the Recreation Centre.

**21. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT**

- 21.1 After the Allottee has taken over possession of the said Unit the Allottee by way of separate covenant has agreed:

- i) TO CO-OPERATE with the other co-Purchaser and/or co-buyers and the PROMOTER in the management and maintenance of the said building.
- ii) TO OBSERVE the rules framed from time to time by the PROMOTER and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/or Holding Organisation as the case may be.
- iii) TO ALLOW the PROMOTER and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- iv) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Sixth Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the PROMOTER and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.
- v) TO DEPOSIT the amounts reasonably required with the PROMOTER and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- vi) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.

- vii) To use the said Unit for residential purposes only and for no other purpose whatsoever or howsoever
- viii) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit
- ix) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit
- x) To keep the said Unit in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit

21.2 The Purchaser hereby further covenants by way of negative covenants as follows:

- i) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- ii) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Unit.
- iii) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- iv) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building



or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.

- v) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- vi) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.
- vii) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- viii) NOT to use the said Unit or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- ix) NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
- x) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- xi) NOT to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or

explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said residential complex

- xii) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- xiii) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- xiv) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.
- xv) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the PROMOTER /FMC differs from the colour scheme of the building or deviation or which in the opinion of the PROMOTER/FMC may affect the elevation in respect of the exterior walls of the said building.
- xvi) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the PROMOTER and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the PROMOTER / Architect / FMC.

- xvii) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO make in the said Unit any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the PROMOTER /FMC and / or any concerned authority.
- xix) THE PURCHASER shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchaser shall be entitled to avail of the central antenna facilities to be provided by the PROMOTER /FMC to the Purchaser and also the other owners of the units in the said Premises at their cost.
- xx) NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Recreation Centre, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- xxi) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- xxii) NOT TO park car on the driveway, pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the PROMOTER /FMC.
- xxiii) TO ABIDE by such building rules and regulations as may be made applicable by the PROMOTER and upon appointment of the FMC by such FMC.
- xxiv) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- xxv) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- xxvi) In the event of nonpayment of such CAM charges, services and maintenance charges the Allottee/Purchaser shall be liable to pay interest at the rate of 15% per annum to the PROMOTER and upon appointment of the FMC to such FMC and in the event such default shall continue for a period of sixty days from the date it becomes due and payable then and in that event without prejudice to any other rights which the PROMOTER and or FMC may have the PROMOTER and / or the FMC shall be entitled to carry out the following namely:
  - 1. To discontinue the supply of electricity.
  - 2. To discontinue / disconnect the supply of water.
  - 3. To withhold the services of lifts to the Purchaser and the members of their families and visitors and the same shall

not be restored until such time the Purchaser having made full payment of the amounts due with interest at the aforesaid rate.

4. To discontinue the facility of DG power back-up.

The Purchaser hereby consents to such action as stated above required to be taken by the Promoter and/or the FMC in case of such default on part of the Purchaser in making payment of the CAM charges and/or other charges applicable.

xxvii) In the event of non-payment of any of the amounts payable by the Purchaser to the PROMOTER / FMC/ Holding Organization, the PROMOTER / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

**22. CAR PARKING:**

22.1 It is hereby made expressly clear by and between the parties hereto that the Car Parking Space to be allotted by the Promoter to the Allottee either covered and/or mechanical (hereinafter referred to as the CAR PARKING SPACE) shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Allottee shall be entitled to use or cause to be used the car parking space allotted to him/ her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.

22.2 THE said Parking Space/s shall be used only for the Purpose of Parking of car (s).

22.3 THE Allottee shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars.

- 22.4 THE Allottee shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
- 22.5 In the event of the Allottee washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Allottee to clean up the entire space.
- 22.6 THE Allottee shall not be entitled to make any construction on the said Parking Space(s).
- 22.7 NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- 22.8 TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.
- 22.9 MUST NOT let, or part with possession of the CarParking Space excepting as a whole with the said Unit to anyone else excepting to a person who owns a Unit in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.
- 22.10 The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

### 23. **SECOND PHASE PROJECT/FURTHER CONSTRUCTION**

- 23.1 The Owner has earmarked the south-west portion of the said premises (hereinafter referred to as the said Reserve Portion) which is currently under legal dispute for future construction of a residential project as and when the disputes are settled as part of the Second Phase Project. For carrying out the necessary construction of the Second Phase project the Owner shall be entitled to use and/or utilise all common parts and portions facilities and installations in the said project and the Allottee shall not raise any objection in this regard.

Upon completion of the Second Phase Project, the owners and/or the occupants of the Second Phase Project shall be entitled to use and/or utilise all common parts and portions facilities and installations as provided in the First Phase Project.

**24. COMMERCIAL BUILDING:**

The south-east portion of the said premises has been earmarked for construction of a commercial building in terms of a plan to be duly sanctioned by the Kolkata Municipal Corporation and forming part of the said project. The owners and/or their nominee/nominees and/or occupants of the said commercial space shall be entitled to use and/or utilise all common parts and portions, facilities and installations as provided in the said First Phase Project excluding the Recreation Centre facilities. The owners/occupiers of the said commercial building shall also be entitled to use the said common passageway leading from Sarat Bose Road into or upon the said premises for free ingress and egress including right to park their vehicles in the common passageway. The Owner/occupier of the said commercial building shall be liable to make payment of the CAM charges/maintenance charges only to the extent of the charges levied for maintenance and upkeep of the common facilities and installations and of the specific common areas to be allocated to the Commercial Building and the General Common Elements as specified in Fifth Schedule Part I in the same proportion as charged to the unit holders of the residential building it being expressly made clear that owner/occupier of the commercial building shall not be required to make payment of the CAM/maintenance charges towards the Recreation Centre as well as towards common parts and portions.

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

The parties are entering into this agreement for allotment of an Apartment with full knowledge of all rules, regulations, notifications etc applicable to the project. The Allottee hereby undertakes that

he/she/they/it shall comply with and carry out the compliance of all the laws and notifications from time to time and shall keep the PROMOTER indemnified in regard thereof.

**26. ADDITIONAL CONSTRUCTION**

The PROMOTER shall be entitled to undertake further and/or additional construction on the said Property and/or Premises in accordance with the map or plan which may be sanctioned by Kolkata Municipal Corporation and/or as may be permissible in law without any hindrance or interference from the Allottee or any person claiming through or under him/her/it so long as such additional construction does not in any way affect the Unit intended to be acquired by the Allottee.

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

After the PROMOTER have executed this agreement the PROMOTER shall not be entitled to create a charge on the apartment/Premises and if any such mortgage or charge is created then notwithstanding anything contained in any other law for the time being, such mortgage or charge shall not affect the rights and interest of the Allottee who has taken or agreed to take such Apartment.

**28. APARTMENT OWNERSHIP ACT**

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

**29. BINDING EFFECT/REGISTRATION OF THIS AGREEMENT**

29.1 This agreement shall be binding on the parties hereto and their respective successor and/or successors and/or heirs legal representatives executors administrators and assigns as the case may be



- 29.2 The original of this Agreement has been made over by the PROMOTER to the Allottee and it shall be the responsibility and obligation of the Allottee to cause this agreement to be registered with the authorities concerned.
- 29.3 Upon notice being given by the Allottee to the PROMOTER regarding registration of this Agreement the PROMOTER shall remain present for the purpose of admitting the execution of this Agreement.
- 29.4 The stamp duty registration charges and other incidental expenses including legal fees for registration of this agreement shall be paid, borne and discharged by the Allottee.
- 29.5 In the event of any default on the part of the Allottee in causing this agreement to be registered with the concerned authorities, the allottee along shall be wholly and solely responsible and shall keep the PROMOTER and/or its Directors saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.
- 29.6 In the event the said agreement stands terminated and/or cancelled for any default on part of the Allottee as described herein, the then and in such circumstances the Allottee shall not be entitled to claim refund and/or reimbursement of the amounts incurred on account of stamp duty, registration charges and other expenses incurred by the Allottee and in as much as registration of this Agreement will be made in Book No.1 a Deed of Cancellation shall be executed. In the event of cancellation the Allottee agrees to cause such Deed of Cancellation to be registered and in the event of the Allottee failing to execute such Deed of Cancellation the PROMOTER as the Constituted Attorney of the Allottee shall be entitled to cause such Deed of Cancellation to be executed on behalf of the Allottee.

### **30. ENTIRE AGREEMENT**

The parties agree that the Agreement, Schedules and annexures thereto, constitute the entire understanding between the parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the PROMOTER in any documents, brochures, advertisements hoardings etc and/or through any other medium hereinbefore agreed upon between the PROMOTER and the Allottee which may in any manner be inconsistent with what is stated herein. This agreement shall not be amended or modified except by a writing signed by both the parties.

**31. RIGHT TO AMEND**

It is hereby agreed and declared by the Allottee that all the terms and conditions as recorded herein are in conformity with the provisions of Real Estate(Regulation & Development) Act, 2016 (hereinafter referred to as RERA) and the West Bengal Real Estate (Regulation and Development) Rules, 2021. All the clauses, covenants, conditions and stipulations have been voluntarily agreed upon by the Allottee and the Allottee hereby confirms that none of the terms and conditions herein contained are in derogation to the terms and conditions of the Rules and Regulations of the said Act.

**32. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE AND SUBSEQUENT ALLOTTEE/S**

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 New Building/Unit shall equally be applicable to and enforceable against any subsequent Allottees of the Unit/Unit, in case of transfer, as the said obligations go along with the Unit/Unit and the Properties Appurtenant thereto for all intents and purposes.

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

- i) The PROMOTER may, as its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee is not making payments as per the Payment Plan provided in SIXTH SCHEDULE including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the PROMOTER in the case of one Allottee shall not be construed to be a precedent and/or binding on the PROMOTER to exercise such discretion in the case of other Allottees.
- ii) Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**34. SEVERABILITY:**

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

**35. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN THE AGREEMENT:**

Whether in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the said Residential Building forming part of the said Project.

**36. 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.

**37. POWER OF ATTORNEY:**

Upon termination and/or cancellation of this agreement made by the Promoter for defaults on part of the Allottee in terms of this agreement the Allottee hereby authorizes and/or grants power to the Promoter to execute a deed of cancellation of the said agreement for and on behalf of the Allottee and to register the same before the Registrar of Assurances.

**38. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the PROMOTER through its authorized signatory at the Registered Office of the PROMOTER and/or any other place which may be mutually agreed between the PROMOTER and the Allottee. This Agreement shall be deemed to have executed at Kolkata.

**39. NOTICES**

That all notices to be served on the Allottee and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or PROMOTER by Registered Post at their respective address as specified above.

It shall be the duty of the Allottee and the PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the address as specified above 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 Allottee as the case may be.

**40. JOINT ALLOTTEE'S**

That in the case there are joint Allottees all communications shall be sent by the PROMOTER to the Allottee whose name appears first at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee's.

**41. SAVINGS**

Any application form, allotment letter, agreement or any other document signed by the Allottee in respect of the Unit prior to the execution and registration of this agreement for sale for such Unit/unit shall not be constructed to limit the rights and interest of the Allottee under the agreement for sale or under the act or rules or the regulations made thereunder.

**42. GOVERNING LAW:**

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

**43. DISPUTE RESOLUTION/ARBITRATION**

- i) All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the sole arbitration of a person in whom both parties have full trust and confidence failing whereof each party shall be entitled to nominate and appoint one arbitrator and both the said two arbitrators shall be entitled to appoint the Third and/or Presiding Arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996.

- ii) The Arbitrator/s shall have summary power.
- iii) The Arbitrator/s shall have power to give interim awards and/or directions.
- iv) It will not be obligatory on the part of the Arbitrator/s to give any reasoned or speaking award.
- v) The parties hereto agree and covenant with each other that they have full trust and faith in the Arbitrator and agrees not to challenge and/or dispute the same in any manner whatsoever or howsoever.

#### **44. JURISDICTION**

Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this agreement.

#### **45. ADDITIONAL TERMS:**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Owners, Promoter and Allottees to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail.

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

#### **46. INTERPRETATIONS**

**46.1** In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated
- iii) An obligation of the Allottee in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.
- viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from time to time in force and supplemental agreements or any other documents and/or agreements.

- ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- x) The Schedules shall have effect and be construed as an integral part of this agreement.

#### **47. COMMENCEMENT**

**47.1** This Agreement has commenced and/or shall be deemed to have commenced on and from the date of execution of agreement (hereinafter referred to as the COMMENCEMENT DATE) and shall remain valid and subsisting unless terminated in the manner as hereinafter appearing.

#### **48. FITOUTS:**

**48.1** Subject to the Allottee complying with the terms and conditions herein contained and making payment of the amounts agreed to be paid in terms of this agreement the PROMOTER at its absolute discretion may allow the Allottee to enter upon the said Unit to carry out necessary fit out to suit its requirement. While carrying out such Fit Outs the Allottee shall:

- i) not carry out any structural additions and/or alterations into or upon the said Unit
- ii) not change and/or alter the walls and/or the flooring of the said unit
- iii) carry out necessary fitouts into or upon the said Unit at its own cost and shall not be entitled to seek any reimbursement from the PROMOTER nor shall have any claim against the PROMOTER on any account whatsoever or howsoever
- iv) not cause any nuisance and/or annoyance to the other owners and/or occupiers
- v) Not touse the main lift for carrying any materials



- vi) Carry out the said Fit out works between 8 a.m. to 5 p.m. on all days and not beyond the aforesaid hours without out permission in writing of the PROMOTER
- vii) Not store or permit to be stored any materials in the corridors staircases and/or lobbies and/or other common parts and portions
- viii) Remain liable for any theft and/or accident and/or mishap taking place while carrying out such fitout works
- ix) Not be entitled to seek reimbursement of the costs charges and expenses for carrying out the said fitouts nor shall be entitled to have any claim against the PROMOTER on any account whatsoever or howsoever
- x) It is a treaty of this undertaking that in the event of the Allottee failing to comply with any of the aforesaid conditions while carrying out the said Fitout works consequent to which the PROMOTER is saddled with or exposed to any losses and/or liabilities then and in that event the Allottee alone shall be liable and responsible and shall keep the PROMOTER saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

48.2 The Promoter shall be at liberty and is entitled to complete any portion/ floor /wing/part of the building and apply for and obtain part occupation certificate. As and when such occupation certificate is obtained the PROMOTER may at its discretion offer the said Unit to the Allottee to undertake necessary Fitout it being expressly made clear that this shall not amount to possession being made over, such possession to be made over only upon the Allottee making full payment of the amount of consideration and other amounts in terms of this agreement and necessary occupation certificate being granted by the authorities concerned, the Allottee shall be obligated and undertakes to carry out necessary fitouts subject to what is hereinafter appearing.

48.3 The Allottee shall complete the fitout within such stipulated time as defined by the Promoter or in terms of any guidelines provided by the Promoter. However, in circumstances whereby the Allottee fails to complete fitout which may adversely affect the said Project then and in such circumstances shall be at liberty to complete the fit out required for completion of the said Project for and on behalf of the Allottee and all costs involved for such completion shall be paid by the Allottee to the Promoter, it being expressly agreed upon that the Allottee shall make payment of all costs, expenses to the Promoter towards the fitout before obtaining possession of the said Flat.

**49. HOLDING ORGANISATION -**

49.1 The Unit Owners together with the owners of the commercial building shall amongst themselves form a Holding Organization which may be a private limited company, limited liability partnership firm and/or Society or Syndicate and/or Association of Persons (hereinafter referred to as the HOLDING ORGANISATION).

49.2 The Allottees agrees to become a member of such Holding Organization and shall abide by all the rules and regulations which may be framed from time to time by such Holding Organization.

49.3 Until formation of the said Holding Organization the Promoter in its absolute discretion may appoint an Adhoc Committee which will comprise of five unit owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said Project including the commercial building and upon formation of the said Holding Organization the said Adhoc Committee shall stand dissolved.

49.4 So long as each Unit in the said premises shall not be separately mutated and assessed by the Municipality and/or by the appropriate authority, the Allottee shall pay the proportionate share of all rates and taxes assessed on the whole premises from the date of notice of possession to the Promoter /Facility Manager within 7 days from the

demand being made. Such proportion is to be determined by the PROMOTER on the basis of the proportionate area of the Allottees Unit.

**50. GOODS AND SERVICE TAX (GST)**

50.1 The Allottee shall be liable to make payment of Goods and Services Tax and any other statutory dues as required under the provisions of law for purchase of the said Unit. The Allottee shall also be liable to pay GST as applicable on the CAM charges

50.2 The Allottee shall make payment of the GST as and when demanded by the promoter and within the stipulated time failing which any cost demands losses incurred by the Promoter/Developer in this regard shall be on account of the Allottee.

50.3 In the circumstances whereby the said agreement stands terminated and/or cancelled, the Allottee shall be entitled to recover and/or claim such GST or any other statutory amount paid from the respective statutory authorities to whom such amount has been deposited and the Promoter/Developer shall not be liable for payment of such amount to the allottee and in this regard the allottee hereby indemnifies the Promoter against any costs demands losses incurred on this account.

**51. NO OBJECTION:-**

51.1 The Allottee hereby acknowledges and confirms that he/she/they/it has/have no objection to the following:-

- a) Right of additional construction and/or addition of floor/floors in the said Residential Building in terms of any plan duly sanctioned by the Kolkata Municipal Corporation
- b) Construction of Commercial Building in the south-east corner of the said Premises
- c) Construction of Residential Building on the said Reserve Portion upon due sanction by the Kolkata Municipal Corporation
- d) Use of the common passageway leading from Sarat Bose Road into or upon the said Premises for free ingress and egress by the owners/occupiers of the said Commercial Building.

- e) Parking of vehicles by the Owner/Occupiers of the commercial building in the common passageway leading from Sarat Bose Road into and/or upon the said Premises.
- f) Any rights of the Owner and/or the Promoter in terms of the development agreement dated 25/01/2022

## **52. NOMINATION**

- 52.1 This Agreement is personal to the Allottee and in no event the Allottee shall be entitled to enter into any agreement for sale transfer and/or nominate any other person in its place and stead without the consent of the PROMOTER, in writing. The PROMOTER though not obligated may accord such permission for nomination subject to the Allottee making payment of a sum to be calculated Rs. 650/- PER SQ.FT amounting to Rs. \_\_\_\_\_(hereinafter referred to as the NOMINATION COSTS) and the said Nomination Costs will be inclusive of the expenses which the PROMOTER may have to incur in causing the Nomination Agreement to be vetted by its Advocates and also the amounts which may have to be incurred by the PROMOTER on account of administrative expenses while granting such permission for nomination.
- 52.2 The Allottee hereby covenants that such nomination costs are fair and reasonable.
- 52.3 Upon such nomination being affected the said Nominee and/or Transferee as the case may be shall be deemed to have been substituted in place and stead of the Allottee.

## **53. DOCUMENTATION & PROFESSIONAL CHARGES:**

**Ajay Gaggar of Gaggar & Co. LLP, Solicitors & Advocates** of No.6, Old Post Office Street, Kolkata 700 001, the Advocate of the Seller has prepared this Agreement and shall also draft the Deed of Conveyance and/or transfer in respect of the said Flat including all other deeds documents and instruments as may be necessary and/or required and the Purchaser commits himself/herself/itself to accept such drafts and/or deeds documents and instruments as shall be prepared by Mr.

Gaggar excepting that the Purchaser shall be entitled to obtain an independent advice PROVIDED HOWEVER this will not absolve the Purchaser to make payment of the fees of Mr. Gaggar as legal charges and as described in clause 3.2.3 of the said agreement:

Stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said Flat and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(Devolution of Title)**

- (1) By 12 separate deed of conveyances duly registered with the Additional Registrar of Assurances, Kolkata, the details of which are stated below Sunil Kumar Ghosh and Pradip Kumar Ghosh (since deceased) as executors to the estate of Late Asit Kumar Ghosh, and the Vendors therein with the consent and concurrence of (1) Smritirani Mitter and (2) Pradip Kumar Ghosh, therein referred to as the Confirming Parties mentioned, sold, conveyed and transferred unto in favor of (1) Sapna Estates Pvt. Ltd. (2) Abhinav Properties Pvt. Ltd. (3) Ritik Diagnostics Pvt. Ltd. (4) Anirudha Medico Centre Pvt. Ltd. (5) Com-tel Leasing & Finance Pvt. Ltd. (6) Fancy Properties Pvt. Ltd. (7) Native Construction Pvt. Ltd. (8) Creative Garments Pvt. Ltd. (9) RLG Consultants Pvt. Ltd. (10) Rajshree Gaggar, (11) Bhagwati Devi Gaggar and (12) Ratan Lal Gaggar mentioned herein ALL THAT piece and parcel of land containing by admeasurement an area of 37 Cottahs 13 Chittacks and 12 square feet (more or less) together with buildings and outhouse and structures standing thereon comprised in Municipal Premises No. 11, Sarat Bose Road, Kolkata -700020 together with right over the common passageway leading from Sarat Bose Road (hereinafter referred to as the "PART I PREMISES" morefully and particularly described Second Schedule herein) and for such consideration as duly stated therein. The details of the Conveyance Deeds are as follows:-

Sl No.	Deed No.	Date	Name of the Purchaser
1	4478	23/05/2001	Com-tel Leasing & Finance Pvt. Ltd
2	5861	03/05/2001	Rajshree Gaggar

3	4921	23/05/2001	Bhagwati Devi Gaggar
4	4914	23/05/2001	Ratan Lal Gaggar
5	3875	03/05/2001	Creative Garments Pvt. Ltd
6	4481	23/05/2001	RLG Consultants Pvt. Ltd
7	4912	03/05/2001	Sapna Estates Pvt. Ltd
8	5777	03/05/2001	Anirudha Medico Centre Pvt. Ltd.
9	5778	03/05/2001	Ritik Diagnostics Pvt. Ltd.
10	5779	23/05/2001	Fancy Properties Pvt. Ltd.
11	5780	23/05/2001	Native Construction Pvt. Ltd.
12	5782	03/05/2001	Abhinav Properties Pvt. Ltd.

- (2) By another Deed of Conveyance dated 16<sup>th</sup> day of July 2004 and registered with the Additional Registrar of Assurances, Kolkata, Pradip Kumar Ghosh as the executor to the estate of Late Asit Kumar Ghosh and the Vendor therein with the consent and concurrence of (1) Smritirani Mitter and (2) Pradip Kumar Ghosh, therein referred to as the Confirming Parties mentioned, sold, conveyed and transferred unto in favor of (1) Sapna Estates Pvt. Ltd. (2) Abhinav Properties Pvt. Ltd. (3) Ritik Diagnostics Pvt. Ltd. (4) Anirudha Medico Centre Pvt. Ltd. (5) Com-tel Leasing & Finance Pvt. Ltd. (6) Fancy Properties Pvt. Ltd. (7) Native Construction Pvt. Ltd. (8) Creative Garments Pvt. Ltd. (9) RLG Consultants Pvt. Ltd. (10) Rajshree Gaggar, (11) Bhagwati Devi Gaggar and (12) Ratan Lal Gaggar therein referred to as Purchasers, ALL THAT the piece and parcel containing by admeasurements an area of 25 Cottahs 4 Chittacks and 12 square feet (more or less) together with buildings and outhouse and structures thereon comprised in Municipal Premises No. 9, Sarat Bose Road, Kolkata 700020 (hereinafter referred to as the "PART II PREMISES" morefully and particularly described in Part II of the Second Schedule herein) and for a consideration as duly stated therein.
- (3) By an order dated 15<sup>th</sup> March, 2006, passed by the Hon'ble High Court at Calcutta in Company Petition No. 85 of 2005 connected with Company Application No. 242 of 2004, the said (1) Sapna Estates Pvt. Ltd. (2) Abhinav Properties Pvt. Ltd. (3) Ritik Diagnostics Pvt. Ltd. (4) Anirudha Medico Centre Pvt. Ltd. (5) Com-tel Leasing & Finance Pvt. Ltd. (6) Fancy Properties Pvt. Ltd. (7) Native Construction Pvt. Ltd. (8) Creative Garments Pvt. Ltd. (9) RLG Consultants Pvt. Ltd., alongwith Indian Crude Oil Equipment & Services Pvt. Ltd. And Mart and Commercial Company Ltd. Stood merged and/or amalgamated with the Owner No. 1 herein, namely Padrone Marketing Private Limited.

Thus upon such merger and/or amalgamation the entirety of the right, title and interest of/held by the said (1) Sapna Estates Pvt. Ltd. (2) Abhinav Properties Pvt. Ltd. (3) Ritik Diagnostics Pvt. Ltd. (4) Anirudha Medico Centre Pvt. Ltd. (5) Com-tel Leasing & Finance Pvt. Ltd. (6) Fancy Properties Pvt. Ltd. (7) Native Construction Pvt. Ltd. (8) Creative Garments Pvt. Ltd. (9) RLG Consultants Pvt. Ltd. In/to/over the Part I Premises and Part II Premises stood transferred and/or vested in /with the Padrone Marketing Private Limited.

In the events received hereinabove the Owners thus became entitled to ALL THAT the various pieces and parcels of land forming aggregate a total area of 63 Cottahs 1 Chittacks Chittacks 24 sq.ft. (be the same a little more or less).

The Owners caused the said Part I Premises and Part II Premises to be amalgamated with the Kolkata Municipal Corporation and upon such amalgamation the same has now been renumbered as Municipal Premises No. 11, Sarat Bose Road, Kolkata 700020 , herein referred as Said Premises.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(SAID PREMISES)

ALL THAT the Municipal Premises No.11, Sarat Bose Road, Kolkata 700 020 containing by estimation a land area of approx. 63 cottahs1 chittack 24 sq. ft. (more or less) TOGETHER WITH buildings and structures standing thereon.and butted and bounded as follows:

On the North : By Premises No. 7, Sarat Bose Road and Premises No. 231/1, AJC Bose Road, Kolkata

On the South : By Premises No. 11/1 & 11/2 Sarat Bose Road and by Premises No. 11/3, Sarat Bose Road and Common Passage

On the East : By Sarat Bose Road & 11/1, Sarat Bose Road

On the West : By Kolkata Municipal Corporation park and South Club

THE THIRD SCHEDULE ABOVE REFERRED TO:  
(FIRST PHASE PROJECT, SECOND PHASE PROJECT AND RESERVE  
PORTION)

PART I

(RESIDENTIAL BUILDING/PROJECT)

**ALL THAT** a Ground plus 23 storied residential building comprising various apartments/units/flats to be constructed on the said Premises except the said reserve portion as described hereunder TOGETHER WITH car parking spaces, common parts and portions, facilities and installations including a Recreation Centre.

(COMMERCIAL BUILDING)

**ALL THAT** the commercial building to be constructed on the south-east portion of the said Premises Together With right to use common parts and portions, facilities and installations forming part of the First Phase Project except the Club House facilities.

PART II

(SECOND PHASE PROJECT)

**ALL THAT** a residential building to be constructed on the said reserve portion as defined herein Together With right to use all common parts and portions facilities and installations forming part of the First Phase Project.

PART III

(THE SAID RESERVE PORTION)

**ALL THAT** the demarcated South West portion of the said premises-containing by estimation an area of 270.228 sq mts

THE FOURTHSCHEDULE ABOVE REFERRED TO:

(The Unit and The Properties Appurtenant Thereto)

**ALL THAT** the Unit No..... Type No..... on the ..... floor of the building known as "Antares" having carpet area of **approx.** \_\_\_\_ square feet (more or less)



together with a staff room No..... on the \_\_\_\_ floor of the said Building having a carpet area of approx..... sq. ft. (more or less) together with "EBVT Area", if any, having a carpet area of **approx.** \_\_\_\_ square feet (more or less) all aggregating to a carpet Area of **approx.** \_\_\_\_ square feet (more or less) together with ..... car parking space No..... (hereinafter referred to as the Said Car Parking Space) Together With right of use of common passage leading from Sarat Bose Road into and/or upon the said premises Together With right to use all common parts and portions, facilities and installations in the said Premises Together With undivided impartible proportionate share or interest in the land underneath the said Building comprised in the said Premises and/or allocable to the said Unit.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Common Parts and Portions, Facilities and Installations)**

**PART - I**

**(General Common Elements of the Commercial Building)**

1. The corridors lobbies stairs stairways landing and path way in the Commercial Block
2. Passage exclusive for Commercial Block
3. Overhead tanks and water pipes and other Plumbing installation Electrical wiring, meters, fixtures for lighting the staircase lobby and other common areas of Commercial Segment
4. Windows/doors/grills and other fittings of the common Commercial Segment
5. The ultimate roof of commercial segment
6. Separate entry/exit of Commercial segment
7. Landscaping of the green area catering to Commercial segment with respect to softscape, irrigation, lighting
8. Boundary wall of the Commercial Segment.
9. Lift and their accessories

**(Common Parts and Portions of the said Phase I and Phase II Project)**

- I. The foundation columns beam support corridors lifts stair and staircase landings entrance exits pathways driveways common passageway.
- II. Outer walls of the said residential building including all projections including elevation fitment ventilation shafts, ducts, lift wells on each floor of common pathways, driveways.
- III. Toilet and bathrooms for use of durwan, drivers, maintenance staff.
- IV. Durwans' and maintenance staffs rest room with electrical wiring switches and points, fittings and fixtures.
- V. Boundary wall of the said premises including outside of the wall and main gate.
- VI. The room for water pump and motor
- VII. RECREATION CENTRE comprising of a separate building for the purpose of community hall and other recreational activities.
- VIII. The ultimate roof in the said residential building. However, the owners/occupiers of the Phase II project shall not be entitled to the said ultimate roof in the residential building.
- IX. Parts and Portions of the said Premises provided for tube well water pump overhead tanks and underground water reservoirs water pipes.
- X. Parts and Portions of the said Premises provided for installation of transformer electrical wiring meters and other fittings and fixtures.
- XI. Generator room.
- XII. Parts and Portions of the said Premises provided for installation of lifts and lift wells.
- XIII. Such other common parts and portions of the said Premises whether covered/open in and around the said Premises and/or the residential building as necessary for passage or use and occupancy of the said unit as a necessary.
- XIV. The Owner/Owners/Occupiers of the said Commercial building however shall only have an easement right over the common

parts and portions forming part of the said Premises for the purpose of maintenance of the common facilities and installations as stated below.

**PART - II**

**(Common Facilities and Installations in the said Premises for the Phase I and Phase II Project)**

- I. Water waste and sewerage evacuation pipes from the Units to the drains and sewers common to the Residential and Commercial building and from the Residential and Commercial Building to the municipal drain including service installations.
- II. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different Residential Units as well as Commercial building.
- III. The tube well water pumps overhead tanks for supply of water to the Residential and the Commercial building.
- IV. Underground water reservoirs water pipes and other plumbing and installations for supply of water to the Residential and the Commercial building.
- V. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase and lobbies of the Residential as well as the Commercial building as well as other common parts and portions.
- VI. Lifts and its accessories.
- VII. Windows/doors/grills and other fittings in the common parts and portions.
- VIII. Generator and its allied accessories.
- IX. Fire fighting equipment, Pipe connection and other ancillary equipment.
- X. Water filtration plants and other ancillary equipments.

IXI. Such other common equipments installations fixtures and fittings in the said common parts and portions as are necessary for the beneficiary of the said units forming part of the Residential building as well as the Commercial building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(PAYMENT SCHEDULE)**

On Booking/Agreement + incidental charges	: 10% of Total Consideration + GST+ Rs. 10,000/- + GST
On Completion of Piling	: 10% of Total Consideration + GST
On casting of Basement raft	: 10% of Total Consideration + GST
On Casting of Deck Level	: 10% of Total Consideration + GST
On Casting of 1 <sup>st</sup> Floor Roof	: 10% of Total Consideration + GST
On Casting of 5 <sup>th</sup> Floor Roof	: 10% of Total Consideration + GST
On Casting of 9 <sup>th</sup> Floor Roof	: 10% of Total Consideration + GST
On Casting of 13 <sup>th</sup> Floor Roof	: 10% of Total Consideration + GST
On Casting of 17 <sup>th</sup> Floor Roof	: 10% of Total Consideration + GST
On casting or Ultimate Roof	: 5% of Total Consideration + GST+ VRV Charges
On Possession or Temporary Possession + Incidental charges	: 5% of Total Consideration + GST + Rs. 10,000/- + GST+ Extra charges and Deposits.

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(COMMON EXPENSES)**

1. Repairing rebuilding repainting improving and or but not limiting to crack repairs, damp repairs and other related issues and or other treatment/ improvisation as necessary and keeping the said Building

and replacing all worn or damaged parts thereof including but not limited to the outer exterior walls, lobbies, staircases

2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Building and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Building as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the Premises.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming part of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained premises and providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.

12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of any of the Unit.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the Seller/occupier of any Unit.
18. The Purchase maintenance renewal and insurance equipment as the Owner / Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to

time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding organisation it is reasonable to provide.
21. Such time to be fixed annually as shall be estimated by the Holding Organisation(whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this Schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
23. The Allottees under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Allottees herein in respect of their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottees makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further

stated herein that these charges shall have to be borne by the Allottees herein over and above the monthly maintenance charges

### ANNEXURE - A

#### **1. DEFINITIONS**

In this Agreement unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:

- i. **ACT** shall mean the Real Estate (Regulation & Development) Act, 2016.
- ii. **AGREEMENT** shall mean this agreement together with the schedules and annexure hereto and any other deed and/or document executed in pursuance hereof
- iii. **APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project
- iv. **ASSOCIATION** shall mean the Association of owners of the residential units as well as the commercial building which may be formed by the PROMOTER in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Promoter for management and administration of the common parts and portions and for rendition of common services
- v. **ADVOCATES** shall mean Gaggar& Co LLP, Advocates of No. 6 Old Post Office Street, 3<sup>rd</sup> floor, Kolkata 700 001 appointed by the PROMOTER, inter alia, for preparation of this agreement and the sale deed for transfer of the said unit.



- vi. **ARCHITECT** shall mean ABIN DESIGN STUDIO, of 62/2, Hindustan park, Kolkata - 700 029 or any other firm or architects appointed by the Promoter.
- vii. **BOOKING AMOUNT** shall mean the application money paid, i.e. 10% of the Total Consideration to the PROMOTER for booking of the said unit.
- viii. **CARPET AREA** means the net usable floor area of a unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/unit.
- ix. **CAM CHARGES** shall mean the proportionate share of common area maintenance charges together with Goods and Service Tax (GST) as applicable to be paid by the Allottee inter alia for the maintenance of the said Residential Building and/or the said Project, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions
- x. **COMMON PARTS AND PORTIONS, FACILITIES AND INSTALLATIONS** shall mean the common areas, facilities and amenities as are available to and/or in respect of the said Residential Building and/or the said Project, as the case may be including a dedicated Recreation Centre for providing various sporting and other activities (more fully and particularly mentioned and described in the Fifth Schedule hereunder written).

- xi. **CAR PARKING SPACE/S** shall mean covered and mechanical car parking spaces in the Said Premises as intended by the Promoter in its absolute discretion for parking of motor cars.
- xii. **COMMERCIAL BUILDING** shall mean a commercial block/building to be constructed on the south-east corner/portion of the said Premises in terms of the plan duly sanctioned by the Kolkata Municipal Corporation the situation whereof is delineated in the map or plan annexed hereto as Annexure A and bordered in Blue.
- xiii. **COMMON EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Allottee for rendition of common services briefly described and without limitation in the **SEVENTH SCHEDULE** hereunder written.
- xiv. **COMMON FACILITIES AND INSTALLATIONS** shall mean the amenities, facilities and installations which shall remain common for all the owners and/or occupiers of the said Project including service installations as defined herein.
- xv. **COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Promoter and upon formation by the Holding Organisation/Association and/or by FMC after appointment of the FMC as the case may be subject to the Allottee making payment of proportionate share of such maintenance charges.
- xvi. **COMMON ROOF** shall mean a divided and demarcated portion of the ultimate roof as may be determined by the Promoter which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the new building/s situated at the said

premises and shall also include demarcated portion of the roof of the podium as well.

- xvii. **GENERAL COMMON ELEMENTS** shall mean certain general common area which remain in common with both the Residential and Commercial segment in Phase I
- xviii. **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.
- xix. **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Allottee of the said Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the PROMOTER to the Allottee to take possession of the said Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.
- xx. **DATE OF OFFER OF POSSESSION (for fit outs)** shall mean the date on which the PROMOTER shall endeavor to make available to the Allottees the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the PROMOTER plus fifteen days.
- xxi. **DATE OF OFFER OF POSSESSION** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation) .
- xxii. **EXTRA PAYMENTS** shall mean the amount required to be paid by the Allottee to the PROMOTER apart from the total consideration amount including Extra Charges and Additional deposits as defined in clause 3.2.3.

- xxiii. **SOCIETY/ASSOCIATION/HOLDING ORGANISATION** shall mean a society/association/holding organisation to be formed to manage and control the said premises, the common areas and amenities comprised in the said project.
- xxiv. **UNIT/APARTMENT/FLAT** shall mean independent and self-contained residential units and/or other constructed spaces including the staff room and the EBVT area, if any, built and constructed or intended to be built and constructed by the Promoter at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.
- xxv. **FIRST PHASE PROJECT/PROJECT** shall mean and include the new residential tower/building together with car parking spaces, Recreation Centre, common parts and portions and the commercial space at the said premises.
- xxvi. **SECOND PHASE PROJECT/FUTURE CONSTRUCTION** shall mean and include any residential building to be constructed in future in the said Reserve Portion forming part of the said Property.
- xxvii. **HOUSE RULES/USER** shall mean the rules and regulations regarding the use/holding of the said Unit as hereinafter stated and more fully and particularly mentioned and/or described in Clause 23 hereunder written).
- xxviii. **LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project

- xxix. **RESIDENTIAL BUILDING/PROJECT** shall mean the New Building to be known as "Antares" to be constructed by the Promoter at the said Premises in accordance with the said Plan and to comprise of various self-contained flats/units/apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.
- xxx. **COMPLETION CERTIFICATE / OCCUPANCY CERTIFICATE** shall mean the completion certificate to be granted by Kolkata Municipal Corporation certifying completion of the first and the second phase project.
- xxxi. **PARTIAL COMPLETION CERTIFICATE** shall mean and include part completion certificate/certificates granted by the KMC from time to time upon completion of the said residential building and/or the said commercial building.
- xxxii. **PLAN** shall mean the Building Plan sanctioned by the authorities concerned bearing being No.2022080096 dated 29/10/2022 and shall include all modifications or variations as may be made by the Promoter from time to time with prior sanction from the authorities concerned if required.
- xxxiii. **PREMISES** shall mean ALL THAT the entirety of the Municipal Premises No.11, Sarat Bose Road, Kolkata 700 020 containing by estimation a land area of approx. 63 cottahs 1 chittak and 24 sq. ft. TOGETHER WITH building and structures standing thereon TOGETHER WITH right of use of the common passageway leading from Sarat Bose Road into or upon the said Premises (the situation whereof is delineated in the map or plan annexed hereto and marked as Annexure A and bordered in Red morefully and

particularly described in the **Second Schedule** hereunder written).

- xxxiv. **RESERVE PORTION** shall mean the demarcated portion situated on the south-west corner of the said Premises which is under dispute/litigation (the situation whereof is delineated in the map or plan annexed hereto and marked as **Annexure A and bordered in Purple** morefully and particularly described in the Third Schedule hereunder written).
- xxxv. **RECREATION CENTRE** shall mean a dedicated building earmarked for providing various sporting and recreational facilities for the benefit of the Unit holders
- xxxvi. **ALLOTTEE** shall be deemed to mean and include :-
- a) In case the Allottee be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.
  - b) In case the Allottee be a Hindu Undivided family, then it's Karta, cooperator or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.
  - c) In case the Allottee be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.
  - d) In case the Allottee be a company, then its successors or successors-in-interest.
  - e) In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their

respective heirs, legal representative executors administrators and assign.

- xxxvii. **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Units in the said building provided that where it refers to the share of the Allottee or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
- xxxviii. **POSSESSION** shall mean the date on which possession is made over by the PROMOTER to the Allottee after occupancy certificate is obtained.
- xxxix. **READY TO MOVE IN** For the purpose of this part 'ready to move in possession' shall mean that the unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;
- xl. **SAID UNITND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the Unit No..... on the ..... floor of the said Residential Building forming part of the said project known as "**ANTARES**" situated at the said premises having a carpet area of approx. .... sq. ft. (more or less) TOGETHER WITH a staff room No..... on the ..... floor of the said residential building having a carpet area of approx. .... sq. ft. (more or less) TOGETHER WITH an EBVTT area of approx. ... sq. ft. (more or less)TOGETHER

WITH the car parking space/spaces No..... TOGETHER WITH right of use of the common passageway leading from Sarat Bose Road into and/or upon the said Premises TOGETHER WITH right to use common parts and portions, facilities and amenities TOGETHER WITH undivided impartible proportionate share in the land underneath the said residential tower comprised in the said premises attributable and/or allocable to the said unit (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written.

- xii. **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land underneath the said residential building comprised in the said premises attributable and/or allocable to the said unit agreed to be purchased hereunder by the Allottee and to be determined by the Promoter in its absolute discretion.
- xiii. **PROMOTER/PROMOTERS** shall mean the said Party hereto of the First Part and shall include its successor and/or successors in office/interest and assigns.
- xliii. **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, main wires cables, conduits, tanks, and any other apparatus for the supply of water and forming part of common facilities and installations (morefully and particularly mentioned and/or described in the FIFTH SCHEDULE hereunder written).
- xliv. **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Allottee herein towards maintenance fund which shall be held by the Promoter and after the said new building is completed and possession is made over and upon formation of the Association



the said amount shall be transferred by the Promoter to such Association.

xlv. **RULES** shall mean The West Bengal Real Estate (Regulation & Development) Rules, 2021.

xlvi. **TOTAL CONSIDERATION PRICE/PURCHASE PRICE** shall mean the total price agreed to be paid by the Allottee to the Promoter in terms of this agreement morefully and particularly described in the SIXTH SCHEDULE hereunder written.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners:

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

Name :

Address :

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

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

Name :

Address :

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee : (including joint buyers)

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

Name:

Address:

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

WITNESSES:

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

Name \_\_\_\_\_

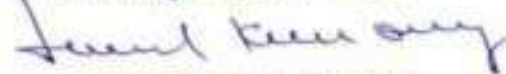
Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

PS Group Realty Pvt. Ltd.



Director/Authorised Signatory