

**AGREEMENT FOR SALE**

This Agreement for Sale (Agreement) executed on this            day of            ,  
2023

**BY AND BETWEEN**

**(1) BULAND BAARTER PRIVATE LIMITED** (PAN:AABCB 0625J), a company incorporated under the Companies Act, 1956 having its office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700 033, **(2) PANGHAT AGENCY PRIVATE LIMITED**, (PAN: AAACP9879K), a company incorporated under the Companies Act, 1956 having its Registered Office at 33A, Chandranath Chatterjee Street, P.O. and P.S. Bhowanipore, Kolkata- 700025, **(3) OLIVIA DEVELOPERS PRIVATE LIMITED** (PAN:AAACO8795R), a company registered under the Companies Act, 1956 and having its Registered Office at 87, Lenin Sarani, P.O. & P.S. Taltala, Kolkata - 700013, **(4) SHRI PRANAB DEY**, (PAN:AKRPD2535Q) (Aadhaar No. 4769 9760 4821), by occupation Business, **(5) SHRI MANAB DEY**, (PAN: AQAPD9980A) (Aadhaar No. 5471 9316 9863), by occupation Service, **(6) SHRI MRINMOY DEY** (PAN: ARLPD2635C) (Aadhaar No. 5314 0253 0778) by occupation Business, all (Sl. No. 4 to 6) sons of Late Shyam Sundar Dey, by faith- Hindu, Citizen of India, residing at Village & Post Office - Madarat Paschim Para, P.S. Baruipur, Dist.24 Parganas (South), all (Sl. No. 1 to 6) represented by their **Constituted Attorney** Merlin Projects Limited (PAN:AACCM0505B), a company incorporated under the Companies Act, 1956, having its Registered Office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, represented by its Authorized Signatory **MR.** \_\_\_\_\_ (PAN: \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_, by occupation \_\_\_\_\_, faith \_\_\_\_\_, Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata - 700 033, hereinafter collectively referred to as to as the **“Owners”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include [in case of companies] their respective successors-in-interest and/or assigns and [in case of individuals] their respective heirs, executors, administrators, successors-in-interest and assigns), of the **FIRST PART;**

**AND**

**SHRI TANMOY DEY**, (PAN: AJNPD4183B) (Aadhaar No. 5574 8155 6046), son of Late Subodh Chandra Dey, by occupation- Business, faith- Hindu, Citizen of India, residing at Village & Post Office -Madarat Paschim Para, P.S. Baruipur, Dist.24 Parganas (South), represented by his **Constituted Attorney** Merlin Projects Limited (PAN:AACCM0505B), a company incorporated under the Companies Act, 1956, having its Registered Office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, represented by its Authorized Signatory \_\_\_\_\_ (PAN: \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_)

son of \_\_\_\_\_, by occupation \_\_\_\_\_, faith \_\_\_\_\_, Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700 033, hereinafter referred to as to as the **“Confirming Party”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include [in case of companies] their respective successors-in-interest and/or assigns and [in case of individuals] their respective heirs, executors, administrators, successors-in-interest and assigns), of the **SECOND PART**;

**AND**

**MERLIN PROJECTS LIMITED**, (CIN:U70109WB1984PLC038040) (PAN: AACCM0505B), a company incorporated under the Companies Act, 1956, having its Registered Office at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700 033, represented by its Authorized Signatory \_\_\_\_\_ (PAN: \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_, by occupation \_\_\_\_\_, faith \_\_\_\_\_, Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700 033, hereinafter referred to as the **“Promoter”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and/or assigns) of the **THIRD PART**;

**AND**

**Mr.** \_\_\_\_\_ (PAN: \_\_\_\_\_), (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_, by occupation \_\_\_\_\_, by faith \_\_\_\_\_ and **Mrs.** \_\_\_\_\_ (PAN: \_\_\_\_\_), (Aadhaar No. \_\_\_\_\_) daughter of \_\_\_\_\_, by occupation \_\_\_\_\_, by faith \_\_\_\_\_, both Citizen of India, both residing at \_\_\_\_\_

hereinafter called as the "Allottees/ Purchaser" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns), of the **FOURTH PART**.

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

WHEREAS:

A. The Promoter has represented to the Allottee that:

- i. The Owners, Confirming Party and the Promoter herein are the absolute and lawful owners and recorded owners of ALL THAT piece and parcel of land measuring 369.28 comprised in several R.S. Dag Nos. and R. S. Khatian Nos. at Mouza Baruipur, J.L. No. 31, P.O. Madarat, P. S. Baruipur, District South 24 Parganas, Pin - 743 610, (hereinafter referred to as the "*Total Land*"). Owners and the Confirming Party herein for undertaking development of their respective Land parcels have entered into several Registered Development Agreements with the Promoters herein morefully and particularly mentioned in the **Part-III of Schedule-A** and the Owners and the Confirming Party have also granted Registered Power of Attorneys in favour of the Developers/ Promoters herein morefully and particularly mentioned in the **Part-IV of Schedule-A**, whereby the Owners and the Confirming Party have granted the right to the Promoter to develop the their respective Land Parcels along with the Land parcels of the Promoter at the consideration and on the terms and conditions therein contained.
- ii. The Promoter has formulated a scheme for development of a Residential Housing Complex under the name and style of "*Merlin Oikyo*" at the Total Lands and/or the adjoining/adjacent lands. The proposed housing complex comprising of residential housing, resident club, commercial areas etc. and these areas may be developed as per the Promoter's decision in a phased manner. The Promoter for the said purpose has entered into several Development Agreements with the Owners herein and is also in the process of entering into further development contracts with the owners of the lands adjacent or in the vicinity of the Total Land.

B. Out of the Total Land, the Owners and the Promoter are the absolute owners of amongst other properties, ALL THAT piece and parcel of Land measuring about 3295.0 square meters or 81.0 decimals more or less located at a divided and demarcated portion of Total Land and shown by "*Blue*" colour in the Map One annexed hereto described in **Part-I of Schedule-A** hereto ("**Said Land**" or "**Project Land**"). The particulars of the Dag No. wise ownership of the Project Land are more fully described in **Part-II of Schedule A** hereto). The Project Land as per the current planning is earmarked for construction of 7 (seven) multi-storeyed residential buildings (G+4) namely "*Block: 2, 3, 5, 6, 7, 8 and 9*" at identified portions thereof and altogether known as '**Merlin Oikyo Phase-I**' ("**Project**"). The Project consists of the Buildings and the Project Land and shall

include the Common Areas within the Buildings and the Project Land as mentioned in **Part-V of Schedule-A** hereto.

Some of the Dag Numbers mentioned in the **“Part I of Schedule-A”** forming part of the Project land area are fully utilised for the project, however, some of the Dags which are in the border of the Project land are partially utilised. It is hereby clarified and agreed by the Allottee(s) that the demarcated area of Dags in border which is falling within project area shall be construed to be part of the Project Land and transfer of those areas within those particular Dags shall take place in future, limited to such demarcated area only and rest of the areas of comprised in such Dags falling outside the project boundaries are not being intended to be part of the Project Land and the control of the same will remain with the Promoter and no right in favour of the Allottee(s) shall accrue for such areas save and except as provided in this Agreement.

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.
- D. The intimation for commencement of construction of works relating to the Project has been submitted by the Owners to the District Engineer, Zila Parishad, South 24 Parganas on 07.07.2021.
- E. The Owners and the Promoter have obtained the plan sanctioned from District Engineer, Zila Parishad, South 24 Parganas vide Sanctioned Building Plan being No. 625/755/KMDA dated 19.04.2021 and also approved by the Executive Officer Baruipur Panchayat Samity vide permission No. 20 dated 4.5.2021 in respect of the proposed residential complex which interalia includes the instant Project (“sanctioned building plans” which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by said District Engineer, Zila Parishad, South 24 Parganas and other concerned authorities). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance of the Real Estate (Regulation and Development) Act, 2016 (“Act”) and other laws as applicable.
- F. The Project has not been registered under the provisions of the Act in absence of any appropriate authorities, and the Promoter shall cause to register the Project no sooner a Competent Authority is formed, as per applicable laws.
- G. The Allottee had applied for an apartment in the Project *vide an application* and has been allotted apartment hereinafter referred to as the “Apartment” more

particularly described in **Schedule-B** and the floor plan of the apartment is annexed hereto and marked as *Plan B*.

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

I. Additional Disclosures/Details by the Promoter to the Allottee:

- a. In addition to the Project Land, the Promoter has, amongst other rights, the rights of development, transfer and administration in respect of several pieces or parcels of land being (a) piece or parcel of land measuring about 1798.0 square meters or 44.0 decimals more or less located at another divided and demarcated portion of Total Land and marked as “Future Development Land”, (b) piece or parcel of land measuring about 5840.0 square meters or 144.0 decimals more or less located at another divided and demarcated portion of Total Land and marked as “Shared Common Areas/Facilities Land”, (c) piece or parcel of land measuring about 303.0 square meters or 8.0 decimals more or less located at another divided and demarcated portion of Total Land and marked as “Commercial Areas”, and (d) piece or parcel of land measuring about 3487.0 square meters or 86.0 decimals more or less located at another divided and demarcated portion of Total Land and marked as ‘Access & Internal Roads’ in the *Plan-A* Annexed to this Agreement.
- b. Further, the Promoter is in negotiations to acquire contracts for development, transfer and administration in respect of several pieces or parcels of land directly or indirectly connected to Project Land and other areas as mentioned above and any further or other lands that may be contracted by the Promoter for development hereafter are hereinafter jointly or severally (as the context permits) referred to as “Future Phase Lands”.
- c. The projects on the Future Phase Lands or any part thereof may, at the sole discretion of the Promoter, be integrated with the Project without affecting the entitlement of the Allottee as regards the Apartment and in such event the Promoter shall intimate about the same to the Allottees accordingly.
- d. The Promoter intends to construct erect facilities and amenities as and being a multi facility use for the common use of owners and occupiers of the Project as well as projects that may be constructed on Future Development Land and Future Phases of the Project ‘**Merlin Oikyo**’ (hereinafter referred to as the “**Shared Common Areas/Facilities**” morefully and particularly provided in “**Part-VI of Schedule-A**”.

- e. 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 Areas subject to the terms of this Agreement and subject to compliance with the provisions of the Act and Rules applicable law, if any and the Allottee hereby grant(s) and accord(s) his / her / their/its consent to the same.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- 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 the Allottee hereby agrees to purchase the Apartment morefully mentioned in *Schedule-A2*.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment morefully and particularly mentioned in the **“Part-I of Schedule-B”**.

The Total Price payable for the Apartment is more fully mentioned in the **“Part-I of Schedule-C”**.

Explanation:

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

- ii. The Total Price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee.

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

- iii. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - iv. The Total Price of Completed Apartment finished as per specifications morefully mentioned in **“Part-II of Schedule-B”** includes recovery of price of proportionate undivided share of land underneath the building, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it will exclude Taxes and maintenance charges.
- 1.2 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges and taxes, which may be levied or imposed by Competent Authority or any other authority from time to time and/or due to abnormal increase in cost of construction after launch of the project, incurred by the Promoter, because of increase in cost of construction materials / labour cost, if approved by the competent authorities, in such event the allottee shall pay the said additional cost to the Promoter. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.



- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in **“Part-II of Schedule-C”** (hereinafter referred to as the **“Payment Plan”**).
- 1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.5 Except as disclosed to the Allottee in this Agreement (including in clause I above), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in respect of the Unit without the prior written consent of the Allottee.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

- 1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is completed and the Occupancy/Completion Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis.
- 1.7 Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below.
  - i. The Allottee shall have exclusive ownership of the Apartment.

- ii. The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share and/or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with Owners, Promoter, other co-owners, 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 upon formation and registration of the same, and after duly obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
  - iii. That the computation of the price of the Apartment includes recovery of price of proportionate undivided share of land underneath the building, construction of the of the Apartment, Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, fire detection and fire-fighting equipment in the common areas (if applicable) and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications as provided within the Project. The price excludes Taxes and maintenance charges.
- 1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Car Parking Space (allotted if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project which is being developed is a part of total project or zone and shall form a part of and/or linked/combined with other phases of the Project for the purpose of integration of infrastructure for the benefit of the Allottee as disclosed in clause 'I' above. It is clarified that the Project's common areas, facilities and amenities as mentioned in **"Part-III of Schedule-A"** shall be available for use and enjoyment of the Allottees of the Project.
- 1.9 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, namely Shared Common Areas/Facilities, projects that may be developed in Future Phase Lands, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from all Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of equivalent to 10% of the Total Price (excluding Extra Charges, Deposits and Taxes) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment as prescribed in the Payment Plan mentioned in ***“Part-II of Schedule C”*** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in making payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of this Agreement and Promoter abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in as ***“Part-II of Schedule C”*** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of “Merlin Projects Limited” payable at Kolkata (No Cash payments will be accepted under any circumstances).

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement, any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on its/his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, it/he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE:**

Time is the essence for the Promoter as well as the Allottee. The Promoter shall, subject to force majeure, abide by the time schedule for completing the

Project and handing over the Unit to the Allottee and the common areas in a phase wise manner to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in ***“Part-II of Schedule C” (“Payment Plan”)***.

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

The Allottee has seen and satisfied with the title of the Said Land, proposed layout plan of the Apartment, which has been approved by the competent authority, the proposed specifications, amenities and facilities in respect of the Apartment and the payment plan, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said lay-out plan, floor plan, specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plan and shall not have an option to make any variation/alteration/modification in the plans of Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

Provided That with respect to the development on the Future Phase Lands, nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof.

7. **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the Apartment:** The Promoter agrees and understands that timely delivery of the possession of the Apartment to the Allottee along with ready and complete the Common Areas of the Project is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas, if any, of the Project on ***31<sup>st</sup> December 2025***, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the

Allottee agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the Apartment.

Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

**7.2 Procedure for taking possession:** The Promoter upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project ("Liability Commencement Date") and subject to the Allottee not being in breach of any of his/her/their/its obligations under this Agreement, shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate (Possession Notice) subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter, on its behalf shall offer possession of the Unit within days of receiving the occupancy certificate of the Project/Building containing the Unit.

**7.3 Failure of Allottee to take possession of the Apartment:** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee

shall continue to be liable to pay maintenance charges as specified in Clause 7.2 and all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice (**Deemed Possession**) and further holding charge of Rs.5,000/- per month or part thereof for the period of delay in taking possession. The Promoter shall not be responsible for any damage caused to the said Apartment on account of delay in taking over possession and in such an event; the Allottee will have to take possession of the same on as is what is basis.

#### 7.4 **Possession by the Allottee:**

After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover necessary documents and plans, including Common Areas to the association of allottees or the competent authority, as the case may be, as per the local laws:

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in

accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules within 45 (forty-five) days including compensation in the manner as provided under the Act. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

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

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

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

- i. The Owners have marketable title with respect to the Project Land; and the Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the Project Land and the Project;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or the Apartment;



- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Apartment and the Common Areas, if any;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created herein, may prejudicially be affected;
- vii. The Owners/Promoter have not entered into any agreement for sale and/or development agreement (save and except the development agreement referred here) or any other agreement / arrangement with any person or party with respect to the Project Land and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas of the Project to the association of allottees or the competent authority, as the case may be, after the completion of the Project;
- x. The Project Land is not the subject 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 Project Land;
- xi. The Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued and the possession of the Apartment along with the Common Area, (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of the allottees or the competent authority, as the case may be;

- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Promoter in respect of the Project Land and/or the Project;
- xiii. That the property is not Waqf property.

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

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

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

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

- i. Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or
- ii. The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the Total Price of the Apartment along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice and further subject to the Allottee prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter;

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

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

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

- i. In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount as the rate prescribed in the Rules;
- ii. In case of Default by Allottee condition mentioned in this Agreement despite receiving a prior 30 days written notice from the Promoter in respect thereof or any Default under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting the amount paid at or before the execution of this agreement and the interest liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application form and this Agreement shall thereupon stand terminated:

Such refund to the Allottee by the Promoter shall be made out of the amounts received by the Promoter against sale of the said Apartment to any other interested person.

9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be

made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

- 9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

10. **DEED OF CONVEYANCE OF THE APARTMENT:**

- 10.1 The Promoter, on receipt of the complete amount of Total Price of the Apartment as mentioned in 1.2 above from the Allottee, shall execute a Deed of Conveyance and transfer to the Allottee the right, title and interest and convey the title of the Said Apartment and right to use of car parking space, if any and together with the right to use the Common Areas within the Project within 3 (three) months from the date of issuance of the occupancy/completion certificate, as per the Deed of Conveyance to be drafted by the Advocate of the Promoter.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges with the concerned authorities and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand later, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Promoter is made by the Allottee and on such Default the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies)

11. **MAINTENANCE OF THE SAID UNIT/PROJECT:**

The Promoter shall be responsible to provide and maintain the essential services of the Project either by itself or through its nominated agent till the

taking over of the maintenance of the Project by the association of the allottees or adhoc committee of the Allottees, as the case may be.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Promoter shall handover the possession of the Apartment on completion of the Project to the Allottee by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

Additionally, the Promoter shall not be liable in case of the following:

- a. Structural defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose.
- b. Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
- c. Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.

- d. Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.
- e. Structural defects occurring in the Unit or unit that has undergone civil renovations.

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

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

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

The Promoter/Maintenance Company shall have rights of unrestricted access of all Common Areas, if any of the Project for providing necessary maintenance services and the Allottee agrees to permit the Promoter and/or Maintenance Company to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas if any located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement(s) (if any) in any

manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge (including the Association of allottees formed by the allottees) or any other representative authorised by the Promoter for rendering maintenance services.

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

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost and shall not do or suffer to be done anything in or to the Apartment, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any material in the common passages or staircase of the Building / Project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment, the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project in general and this project in particular.

18. **ADDITIONAL CONSTRUCTION:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Building Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and the Rules.

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

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

However, the Promoter shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

20. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act, 1972 made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with



the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT:**

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

23. **RIGHT TO AMEND:**

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

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

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 Apartment and the Project shall equally be applicable to and enforceable on the said subsequent Allottee/s, in case of a transfer, the said obligations go along with the Apartment.

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

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

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

26. **SEVERABILITY:**

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

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

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

28. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any

transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION:**

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

30. **NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

31. **JOINT ALLOTTEES:**

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

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

34. **ADDITIONAL TERMS AND CONDITIONS:**

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.*

34.1 The Allottee prior to execution of the Deed of Sale, if intend to nominates his/her/their provisionally allotted apartment unto and in

favor of any other person or persons in his/her/their place and stead, the Allottee may do so with the permission of the Promoter subject to payment of administrative charges to the Promoter @ 2% (two per cent) of the total transfer price or purchase price of Unit whichever is higher.

- 34.2 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in **“Part-II of Schedule-B”** and the same may not include the fittings and fixtures of the model Apartment and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Apartment and the Allottee shall not be entitled to raise any claim for such variation.
- 34.3 Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other encumbrances over and in respect of the Said Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other encumbrances shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Said Land and/or the Building, and no separate consent of the Allottee shall be required for the said purpose.
- 34.4 The Promoter undertakes to cause the said bank(s)/financial institution(s) to: (a) issue, if necessary, a no-objection letter in favour of the Allottee to enable the Allottee to take a home loan from any bank or financial institution for financing the purchase of the Apartment; and (b) upon receipt by the Promoter from the Allottee (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/to be deposited by the Allottee in terms of this Agreement, before execution of the Conveyance Deed in favour of the Allottee, subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other encumbrances, if any created by the Promoter over and in respect of the Apartment , to be discharged and/or released.
- 34.5 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial

institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

- 34.6 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.7 The Promoter has informed and the Allottee is aware that in the Project there are several kinds of four-wheeler parking / two-wheeler parking spaces facilities will be available in the Project. Therefore for better understanding, management and discipline amongst Allottees of the Project, the Promoter shall as per approved plan specifically mark / tag each of the parking spaces with the apartments for which the same is being identified and the same shall be binding to all the Allottees.
- 34.8 In case the WSEDCL fails and/or delay in providing individual electricity meter to the Allottees of the Apartments of the said Project and/or provide HT connection to the said Project, in that event the Promoter/Maintenance Agency shall provide electricity to Allottees. The Allottees shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Promoter or the Maintenance Agency on the basis of electricity consumption recorded in the Electricity Sub-Meter to be provided to the Allottee by the Promoter or Maintenance Agency. The rate of such electricity consumption shall be in accordance with the rate applicable for procurement of electricity by the Promoter or Maintenance Agency, as the case may be, together with cost of transmission loss and applicable charges for distribution of the electricity to individual Allottee and the Allottee shall not raise any objection about rate charges for providing such services.
- 34.9 The Allottee agree(s) and confirm(s) that, the Promoter shall at any time be entitled develop the future phases and/or to use/apply any part or portion of the access Roads to use/access Project Land and the other phases in such a manner as the Promoter may deem fit and proper. It being further agreed and clarified that on development of the future phases, the Promoter shall be entitled to and the Allottee hereby consent(s) to the Promoter that the drive ways, pathways comprised in

the Project shall be available for perpetual use by the owners, occupiers and Allottees of the future Phases. It being thus further clarified and the Allottee hereby agree that the Allottee shall neither be entitled to nor shall make or raise or set up any claim, objection etc. to the aforesaid on any ground whatsoever, nor shall do, execute or perform any act, deed or thing which may in any manner whatsoever obstruct / impede / restrict/ hinder the development and/or marketability etc. of the other Phases of the Total Land / Complex and the works related thereto.

34.10 The Project, Future Phases Lands shall all be connected by common entry/exit gates with network of driveways and pathways and there shall also be certain electrical, water, drainage and sewerage lines and junctions which shall be common between the Project and Future Phases Lands or any of them.

34.11 The Allottee aware and agrees and/or consents to the following:

- a. That the project/complex is being developed by the Promoter in a phase-wise manner as may be decided by the Promoter in its absolute discretion from time to time and the Allottee(s) further acknowledges and confirms that the Promoter may, at any time, revise/modify the layout master plan of the project/complex, except for the current phase which shall be subject to the terms of this Agreement, in such manner as the Promoter may deem fit, in its sole discretion.
- b. That the common pathway, driveway, access Roads forming part of Shared Common Areas/Facilities and all such areas/facilities which are for common use and enjoyment of all the owners, occupants, allottees and users of the said project/complex and shall be jointly used and maintained by all owners, occupiers, allottees of the said project / complex and/or the Total Land and the adjoining land. The Allottee(s) waives his/her/their/its rights to raise any objection in this regard and the Allottee shall have no claim rights of ownership over the same but shall be liable to pay the proportionate maintenance charges as demanded by the Promoter.
- c. The Allottee(s) shall be entitled to use such Shared Common Areas/Facilities, subject to the rules, regulations / guidelines framed by the Promoter and / or the Association/ Apex Association (to be formed) as the case may be and the Allottee is aware that the Shared Common Areas/Facilities shall not form part of the Project Land and shall not form part of the Declaration required under the West Bengal Apartment Ownership Act as and when Association in respect of the Project is being made. The Allottee(s) hereby confirms

and acknowledges that the Shared Common Areas/Facilities shall be managed/controlled by the Promoter and shall be transferred to the apex association (which shall comprise of all the association of various phases including the owners/promoter in respect of the land/area retained by them, if any) as and when all the phases of the Project are constructed and completed in all respects which shall be certified by the Promoter. However notwithstanding the transfer is made by the Promoter at a later date, the Allottees shall be liable to pay the proportionate maintenance charges in respect of the same to the Promoter and/or the Maintenance Agency from the Liability Commencement Date.

- d. The project/complex shall be made accessible through a common road running through Phase I Land and connecting with future Phases, which shall be commonly used as access way or pathway for the Project/complex and the Allottee shall neither have any objection or protest nor any claim or demand of any nature whatsoever with regard to use of such common access road by all the residents of the instant phase as well as future phases of the project/complex.
- e. The Project Land shall always remain independent and separate from the remaining part of the Total Land and/or adjoining land, notwithstanding the fact that it forms part of one project/complex.
- f. That for a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facility to the interested allottees applying for the same in an organized manner. Since different kinds of parking spaces have different costing, the Promoter has fixed different costs in respect of the different categories of parking space.
- g. That the permission to park private medium sized car(s) within the space comprising the Car Parking Space, allotted if any, comprises an integral and inseparable part of the Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter.
- h. That for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Apartment as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee



unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

- i. The Promoter's liability is limited to the said Project Land and to what is committed to be constructed and delivered in the said Project. The Promoter at its sole discretion can independently deal with the said Future Phase Lands in any manner whatsoever.
- j. The FAR proposed to be consumed in the Project may not be proportionate to the area of the said Land on which it is being constructed in proportion to the total area of the said Total Land taking into account the FAR to be utilized for all buildings to be constructed thereon. The Promoter in its sole discretion, may allocate such FAR for each of the buildings being constructed on the said Total Land as it thinks fit and the owners and Allottee(s) of the units in such buildings (including the Allottee(s) herein) are agreeable to this and shall not dispute the same or claim any additional FAR or constructed area in respect of any of the structures, building or on the Said Land.

34.12 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

34.13 The Promoter has informed and the Allottee is aware that upon obtaining completion certificate from the appropriate Authority the Promoter shall handover possession of the respective Units to the Allottee(s). That during such period of hand over, some of the amenities and facilities of the project/complex may not be ready for occupation, but the same will not in any way hinder the peaceful habitation of the Allottee(s) in the said project/complex. However, the Promoter shall be responsible to complete such amenities and make them ready for occupation positively, prior to handing over of the project/complex to the Association of the Allottee(s).

34.14 The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Apartment, the Car Parking Space together with the limited right to use the Common Areas of the Project, and Shared Common Areas/Facilities in common with the other Allottees, owners, occupiers and other Persons as stipulated elsewhere in this Agreement and the Allottee shall have no claim and/or right, title and interest in respect of any of the other parts and portions of the

project/complex. The Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed unsold/un-allotted apartments, car parking spaces and any other constructed spaces/portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

- 34.15 In the event of cancellation of allotment the balance amount of money paid by the Allottee (other than booking money, Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- 34.16 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.17 The Promoter will not entertain any request for modification in the internal layouts of the Apartment or the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

- 34.18 The Allottees knows that some reduction in carpet area may happen due to plastering but the same may be limited to 1% of floor area and the Allottee shall not raise any claim against the Promoter within this limit.
- 34.19 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Transferee of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 34.20 The Allottee shall be liable to pay all Tax, impositions, Khazna etc. in respect of the 'Apartment' from the date of issuance of Completion Certificate by the competent authority.
- 34.21 The Promoter shall take necessary steps for formation of an Association of Allottees as contemplated as per law in accordance with the provision of West Bengal Apartment Ownership Act, 1972. The Allottees of the project/complex shall compulsorily become member of the said Association. The Promoter shall handover the maintenance and management of the project/complex to the said Association upon its formation. Thereafter the said Association shall be responsible for maintenance and management of the said project/complex and shall also be responsible for all statutory compliance in relation thereto including but not limited to renewal of all applicable Licenses, NOCs etc. which includes but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Pollution Control Board, Environment Dept., Municipal Authority etc. and the Promoter shall not be held responsible for non-compliance, if any on part of the said Association in this regard. Apart from the said Association, the Allottee shall not indulge and/or form any other parallel association or group within the said project/complex under no circumstances. The said Association shall be responsible to hold any program/occasion/social gathering / events within the said project/complex under the supervision of the Committee/sub-committee that will be formed by the members of the said Association for holding or conducting such events to avoid any conflict within the members of the Association. The Allottee is obliged to and will necessarily sign all applications, declarations, and relevant documents as may be required for formation of the said Association of Allottees, as and when required.

34.22 The cost of maintenance of Apartment and Car Parking space will be paid / borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees. The Allottee shall before taking possession of the apartment pay @Rs.40/- per sq. ft. on the built-up area of the apartment (which will also include entire area of the exclusive Open Terrace attached to any apartment allotted to Allottees) together with applicable GST towards cost of such maintenance of the Apartment for the initial period of one year. The Allottee shall also pay @ Rs.200/- per month per car parking space & @ Rs.50/- per month per two wheeler parking space, allotted to the Allottee, if any, together with applicable GST. The Allottee shall additionally pay @Rs.40/- per sq. ft. on the built-up area of the apartment towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas, Proportionate charges for Shared Common Areas/Facilities and the parking spaces and for all other Common Purposes and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder. Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc.

- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- All expenses required to be incurred on account of renewal of NOCs, Licence and AMC for all equipment, machineries and lifts installed in the project, save and except AMC for mechanical car parking spaces allotted to the allottee/s.
- Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Allottee.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians etc. including perquisites, bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Promoter, has estimated the cost for first one year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same. In case the Promoter is required to maintain the said Project beyond the said period, the Promoter shall

provide and maintain the essential services in the said Project and the Allottees shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter i.e. actual cost plus 15% administrative charges.

34.23 It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Apartment Owners or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said apartment / building / phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment / Building / phase / wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20<sup>o</sup> centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

34.24 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project '**Merlin Oikyo Phase-I**' and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements, Solar Panels etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or

all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

34.25 That on and from the date of possession of the said Apartment, the Allottee shall:

- a. Co-operate in the management and maintenance of the said project **'Merlin Oikyo Phase-I'**.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
- d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
  - i) to discontinue the supply of electricity to the "Said Apartment".
  - ii) to disconnect the water supply.
  - iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
  - iv) to discontinue the facility of DG Power back-up.

- v) to discontinue the usage of all amenities and facilities provided in the said project '**Merlin Oikyo Phase-I**' to the Allottee and his/her/their family members/guests.
  
- vi) the Promoter / Association as the case may be shall be having lien on the "Said Apartment" for such unpaid amount of Maintenance Charges.
  
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.
  
- f. Use the said Apartment for residential purpose only.
  
- g. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community/Banquet Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
  
- h. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
  
- i. Use the Community/Banquet Hall for small functions of their families or for the meeting of Apartment Owners or for the use of any function / meeting by all the Apartment Owners of the project. Although the Community / Banquet Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Banquet Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Banquet Hall. Not to use the said hall, and any other covered/ enclosed area of the said project '**Merlin Oikyo Phase-I**' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the



same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

- j. Use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
- k. Use of the Common Areas, Shared Common Areas/Facilities with due care and caution and not hold the Owners, Confirming Parties or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas and Shared Common Areas/Facilities and the by the Allottee or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas, Shared Common Areas/Facilities.
- l. Maintain at his/her/their own costs, the Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local municipal Authority, Panchayat Samiti, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- m. Draw electric lines/wires, television cables, broadband data cables and telephone cables to the Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other of the said project/complex Co-Owners. The main electric meter shall be installed only at the common meter space in the said project/complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Building.

- n. Apply for and obtain at his own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- o. Keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.
- p. Keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
- q. Ensure that all interior work of furniture, fixtures and furnishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.
- r. Allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects and want of repair in the Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

34.26 That on and from the date of possession of the said Apartment, the Allottee shall not:

- a. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.

- b. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other apartments in the New Building and/or the adjoining building/s.
- c. Place or cause to be placed any article or object in the common area.
- d. Injure, harm or damage the Common Area or any other Apartments in the New Building by making any alterations or withdrawing any support or otherwise.
- e. Park any vehicle, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.
- f. Make any addition, alteration in the structure of the building, internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- g. 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 Apartment Owners and/or occupiers of the said project.
- h. Keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.
- i. 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 Apartment' which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association may affect the elevation in respect of the exterior walls of the said building.

- j. Use the said Apartment 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, Club House, 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.
  
- k. Partition or sub-divide the Unit nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
  
- l. Install or keep or operate any generator in the Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Unit is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Apartment.
  
- m. Hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
  
- n. Sub-divide the Apartment and Car Parking Space under any circumstances.
  
- o. Use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties

and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said project/complex.

- p. Carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any and the Common Areas.
- q. Keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- r. Alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.
- s. Install grills the design of which has not been suggested or approved by the Promoter or the Architects.
- t. Fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- u. Park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) or at any Future Phase Lands nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Car Parking Space, the facility of such parking shall be subject to the following conditions:
  - i. The Allottee shall use only the space for Car Parking Space identified for him for parking;
  - ii. The Allottee shall use the Car Parking Space, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space. Only one vehicle per allotted four/Two wheeler Parking shall be permitted to be parked.

- iii. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
- iv. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- v. The Allottee shall not grant transfer let out or part with the Car Parking Space independent of the Apartment nor vice versa, with the only exception being that the Allottee may transfer the Car Parking Space independent of the Unit to any other Co-owner of the Project and none else.
- vi. The Car Parking Space does not confer any right of ownership of the space on which such parking facility is provided.
- vii. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
- viii. In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the Allottee shall co-operate for the ingress and egress of car of the other Apartment owner of such facility or any other Co-owners in the Project.
- ix. Payment of AMC in respect of mechanical car parking space allotted, if any.
- v. 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.
- w. Let out or part with possession of the Car) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of

adherence that the Car Parking space will be used only for the parking of cars.

- x. Encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottee.
- y. Store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- z. Obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.
- aa. Violate any of the rules and/or regulations laid down by the Maintenance In-charge/Association of Owners for use of the Common Areas and Shared Common Areas/Facilities.
- bb. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- cc. Do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- dd. Commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.
- ee. Make any construction or addition or alteration or enclose any Common Areas and Shared Common Areas/Facilities nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

- ff. Claim any access or user of any other portion of the Project except the Said Building and the Common Areas and Shared Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- gg. Allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage / lobby / terrace / corridors / lift room/garden etc.
- hh. Bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- ii. Change/alter/modify the names of the Project and/or any of the Buildings therein or at any Future Phase Lands from those mentioned in this Agreement.

**SCHEDULE-A**

**Part-I**

**[PROJECT LAND]**

**ALL THAT** pieces and parcels of land total measuring 81.0 decimals be the same a little more or less equivalent to 3295 sq. mt. be the same a little more or less, comprised in R.S. Dag Nos.11080, 11081, 11090, 11092 to 11098, 11105, 11258, 11259, 11274 to 11278, 11286 and 11287 under various R S. Khatian Nos. in Mouza: Baruipur, J.L. No: 31, P.O. Madarat, PS: Baruipur, District: South 24 Paraganas, Pin - 743 610 and butted and bounded in the manner following that is to say-

**On the North :** By Part of R.S. /L.R Dag No. 11021 to 11024, 11280 and 8.541 Mtrs wide Madarat Panchayet Road

**On the South :** By Part R.S. /L.R Dag No. 11106, 11257,11256 & 11260

**On the East :** By Part of R.S. /L.R Dag No. 11260, 11273, 11288, 11289 & 11285

**On the West :** By Part of R.S. /L.R. Dag Nos. 11104, 11099, 11078, 11079 & 11029



**SCHEDULE-A**

**Part-II**

**[DETAILS OF DAG NO. WISE OWNERSHIP OF PROJECT LAND]**

Sl. No.	Name of The Owner	RS Dag No.	Khatian No.	Mouza	Land Area used In Project
1	Merlin Projects Ltd.	11080	8665 & 8434	Baruipur	3.33
2	Buland Barter Pvt. Ltd.	11080	= Do =	= Do =	1.94
3	Panghat Agency Pvt. Ltd.	11081	244	= Do =	0.19
4	Panghat Agency Pvt. Ltd.	11090	627	= Do =	3.74
5	Panghat Agency Pvt. Ltd.	11092	1159	= Do =	0.25
6	Mrinmoy Dey	11092	= Do =	= Do =	1.33
7	Manab Dey	11092	= Do =	= Do =	0.67
8	Pranab Dey	11092	= Do =	= Do =	0.66
9	Buland Barter Pvt. Ltd.	11093	8432	= Do =	0.72
10	Panghat Agency Pvt. Ltd.	11093	= Do =	= Do =	2.66
11	Mrinmoy Dey	11093	= Do =	= Do =	1.33
12	Manab Dey	11093	= Do =	= Do =	0.67
13	Pranab Dey	11093	= Do =	= Do =	0.67
14	Buland Barter Pvt. Ltd.	11094	3852 & 8665	= Do =	0.57
15	Mrinmoy Dey	11094	= Do =	= Do =	0.44

16	Manab Dey	11094	= Do =	= Do =	0.45
17	Pranab Dey	11094	= Do =	= Do =	0.44
18	Panghat Agency Pvt. Ltd.	11095	8471	= Do =	1.38
19	Mrinmoy Dey	11095	= Do =	= Do =	1.00
20	Manab Dey	11095	= Do =	= Do =	0.50
21	Pranab Dey	11095	= Do =	= Do =	0.50
22	Buland Barter Pvt. Ltd.	11096	244	= Do =	0.07
23	Panghat Agency Pvt. Ltd.	11096	= Do =	= Do =	2.33
24	Mrinmoy Dey	11096	= Do =	= Do =	1.04
25	Manab Dey	11096	= Do =	= Do =	1.04
26	Pranab Dey	11096	= Do =	= Do =	1.04
27	Panghat Agency Pvt. Ltd.	11097	8471	= Do =	0.15
28	Mrinmoy Dey	11097	= Do =	= Do =	1.08
29	Pranab Dey	11098	8404 & 8434	= Do =	0.48
30	Buland Barter Pvt. Ltd.	11105	8432	= Do =	3.97
31	Buland Barter Pvt. Ltd.	11258	1159	= Do =	1.66
32	Panghat Agency Pvt. Ltd.	11258	= Do =	= Do =	0.94
33	Merlin Projects Ltd.	11259	1097	= Do =	3.33
34	Buland Barter Pvt. Ltd.	11259	= Do =	= Do =	4.00
35	Mrinmoy Dey	11259	= Do =	= Do =	9.27
36	Manab Dey	11259	= Do =	= Do =	1.32
37	Merlin Projects Ltd.	11274	3852	= Do =	2.67

38	Buland Barter Pvt. Ltd.	11274	= Do =	= Do =	2.66
39	Panghat Agency Pvt. Ltd.	11274	= Do =	= Do =	2.66
40	Mrinmoy Dey	11275	= Do =	= Do =	0.32
41	Olivia Developers Pvt. Ltd.	11276	2063	= Do =	7.15
42	Olivia Developers Pvt. Ltd.	11277	6786 & 6794	= Do =	4.02
43	Panghat Agency Pvt. Ltd.	11278	6794 & 8897	= Do =	3.57
44	Olivia Developers Pvt. Ltd.	11286	1846	= Do =	0.97
45	Olivia Developers Pvt. Ltd.	11287	5635	= Do =	1.82

**SCHEDULE-A**

**Part-III**

**(DETAILS OF DEVELOPMENT AGREEMENTS)**

Sl. No	Name of the Owner	Date of Agreement	Deed No.	Registered at the Office of
1	Mrinmoy Dey, Pranab Dey and Manab Dey	27.04.2022	160306598 for the year 2022	DSR-III, South 24 Parganas
2.	Olivia Developers Pvt. Ltd.	27.04.2022	160306596 for the year 2022	DSR-III, South 24 Parganas
3.	Tanmoy Dey	27.04.2022	160306595 for the year 2022	DSR-III, South 24 Parganas
4.	Buland Barter Pvt. Ltd.	22.06.2022	160309597 for the year 2022	DSR-III, South 24 Parganas
5.	Panghat Agency Pvt. Ltd.	22.06.2022	160309602 for the year 2022	DSR-III, South 24 Parganas

**SCHEDULE-A**

**Part-IV**

**(DETAILS OF POWER OF ATTORNEY)**

Sl. No.	Name of the Owner	Date of POA	Deed No.	Registered at the Office of
1	Mrinmoy Dey, Pranab Dey and Manab Dey	06.05.2022	160307032 for the year 2022	DSR-III, South 24 Parganas
2.	Olivia Developers Pvt. Ltd.	06.05.2022	160307038 for the year 2022	DSR-III, South 24 Parganas
3.	Tanmoy Dey	06.05.2022	160307033 for the year 2022	DSR-III, South 24 Parganas
4.	Buland Barter Pvt. Ltd.	29.06.2022	160310538 for the year 2022	DSR-III, South 24 Parganas
5.	Panghat Agency Pvt. Ltd.	29.06.2022	160310537 for the year 2022	DSR-III, South 24 Parganas

**SCHEDULE-A**

**Part-V**

**[COMMON AREAS]**

1. Entrance lobbies
2. Staircases alongwith Stair head Rooms
3. Electrical shafts & Meter space/rooms
4. Plumbing and ventilation shafts
5. Overhead Water Tank
6. Lifts,Lift Wells and Lift Machine Rooms
7. Electrical installations in common areas
8. Intercom
9. Surveillance facility with CCTV on ground floor common areas as per consultant drawings and design
10. Firefighting shaft and system
11. LED lightning in common areas

12. Said Land
13. Building Elevation features including Pergolas,, if any
14. Any other services common shafts, lines etc. meant for common use

**SCHEDULE A**  
**Part-VI**  
**[SHARED COMMON AREAS/FACILITIES]**

1. All Driveways
2. Security/Caretaker Room(s)
3. Underground Water & Fire Reservoir alongwith required pump rooms
4. DG Generator sets and control panels for optimum Power Backup for common area as well as flats (subject to a maximum of 0.5 KW per flat).
5. Water Treatment Plant
6. Deep Tube well(s)
7. Sewerage Treatment Plant
8. Distribution pipes all around the complex
9. Drainage & sewage lines, trenches, pits etc.
10. Rainwater Harvesting tanks, recharge pits etc. as per requirement.
11. Multipurpose court
12. Adda Lawn
13. Festive Lawn
14. Chess Court
15. Yoga Lawn
16. Practice Cricket Pitch
17. Play Court
18. Water Bodies and Fountain
19. Flower Garden
20. Meditation Pavilion
21. Carom Corner
22. Maze Garden
23. Open Gym
24. Residential Club comprised of:
  - Swimming Pool
  - Pool Deck
  - AV Room
  - Indoor Games Room

- Gym
- Library
- Banquet

**SCHEDULE-B**  
**Part-I**  
**DESCRIPTION OF THE APARTMENT**

**ALL THAT** the Residential Apartment (under Construction) with/without facility to park road worthy passenger car in the allotted car parking space (cement flooring), morefully mentioned hereunder, together with right to use the common area, amenities and facilities more fully mentioned in **“Part-V of Schedule-A”**, of the said Housing Complex **‘Merlin Oikyo Phase-1’** at Part-I of Schedule-A Land”.

Apartment No.	
Block/Tower	
Floor	
Built-Up-Area (Sqft.) (more or less)	
Carpet Area (including Cupboard Area excluding Balcony & exclusive open terrace, if any) (Sqft.) (more or less)	

**SCHEDULE-B**  
**Part II**  
**(SPECIFICATIONS)**

<b>Foundation &amp; Structure:</b>	Isolated Footing
	Solid foundation with RCC super structure
<b>Building Envelope:</b>	Aesthetic façade of building meticulously designed with externally painted finish.
<b>Living /Dining Room:</b>	
Flooring	Vitrified Tiles
Wall	Putty/Gypsum Plaster
Ceiling	Putty/Gypsum Plaster
Main door	Wooden/Plywood frame with Both side Commercial Flush Door.
Hardware & Fittings	Locks and hardware fittings of reputed make.
Windows	Aluminium Windows with clear glass panes
Electrical	Semi Modular Switches of Havells/Great White / North-west or equivalent make with Copper Wiring
<b>Bedroom:</b>	
Flooring	Vitrified Tiles
Wall	Putty/Gypsum Plaster
Ceiling	Putty/Gypsum Plaster
Doors	Wooden/Plywood frame with Commercial Flush Door.
Hardware & Fittings	Locks and hardware fittings of reputed make.
Windows	Aluminium Windows with glass panes
Electrical	Semi Modular Switches of Havells/Great White / North-west or equivalent make with Copper Wiring
<b>Air Condition</b>	1 BHK - Provision for AC Points in one Bedroom.

<b>(Only Electrical Points):</b>	2 BHK - Provision for AC Points in one Bedroom.
	3 BHK - Provision for AC Points in two Bedrooms.
<b>Balcony:</b>	
Flooring	Vitrified Tiles
Wall	Plaster and Paint Finish as per Elevation
Ceiling	Plaster and Paint Finish as per Elevation
Door	Aluminium Door with glass panes
Railing	Mild Steel as per architectural design
<b>Kitchen:</b>	
Flooring	Anti-skid Ceramic Tiles
Wall	Ceramic Tiles dado up to 2 Feet height above the counter. Putty finish on rest of the wall.
Ceiling	Putty/Gypsum Plaster
Window	Aluminium Window with glass panes and provision for exhaust fan
Counter	Kadappa / Granite Slab with Stainless Steel Sink
Plumbing	UPVC / CPVC Concealed pipeline
Electrical	Modular Switches of Havells/Great White/North-west or equivalent make with Copper Wiring
	Provision for Aquaguard / RO
<b>Toilets:</b>	
Flooring	Anti-skid Ceramic Tiles
Wall	Ceramic Tiles up to door height
Ceiling	Putty/Gypsum Plaster
Door	PVC Door.
Hardware & Fittings	Branded locks and hardware fittings of reputed make
Window	Aluminium Window with glass panes and provision for



	exhaust fan
Sanitary ware	Hindware or Equivalent make
CP Fittings	Essco or Equivalent make
Plumbing	UPVC / CPVC Concealed pipeline
	Provision for Geyser
<b>Ground Floor Lobby:</b>	
Flooring	Vitrified Tiles
Wall	Paint Finish
Ceiling	Paint Finish
<b>Typical Floor Lobby:</b>	
Flooring	Ceramic Tiles
Wall	Paint Finish
Ceiling	Putty / Gypsum Plaster
<b>Lifts:</b>	Semi-Automatic Lifts of reputed make.
<b>24x7 security and Fire prevention:</b>	Fire detection & protection system as per recommendation of West Bengal Fire & Emergency Services
	Optimum power back-up to sufficiently run electrical appliances (excluding Air-Conditioner).
	Optimum Power Backup for Common Areas & Utilities
	Intercom facility
	24X7 round the clock security
	Security surveillance facility with CCTV on ground floor common areas only wherever necessary as per the discretion of the Promoter
<b>Health &amp; Safety:</b>	24 hour treated water supply through Water Treatment Plant
	Anti-termite treatment during various stages of construction



3	On commencement of foundation work of the respective block	10%
4	On casting of 1 <sup>st</sup> floor slab of the respective block.	10%
5	On casting of 2 <sup>nd</sup> floor slab of the respective block.	10%
6	On casting of 3 <sup>rd</sup> floor slab of the respective block.	10%
7	On casting of Roof slab of the respective block.	10%
8	On commencement of Brick work of particular floor.	10%
9	On commencement of flooring work of particular floor	10%
10	On Possession of the respective Block.	10% + Advance Maintenance Deposit & Sinking Fund

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

The Promoter has clarified and the Allottee has agreed that after booking of an Apartment, the Allottee shall be liable to make payment as per the Demand to be raised by the Promoter in terms of this Agreement.

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

SIGNED AND DELIVERED BY THE WITHIN  
NAMED OWNER:

Signature:

Affix  
Photograph  
and Sign  
Across

SIGNED AND DELIVERED BY THE WITHIN  
NAMED CONFIRMING PARTY:

Signature:

Affix  
Photograph  
and Sign  
Across

SIGNED AND DELIVERED BY THE WITHIN  
NAMED PROMOTER:

Signature:

Affix  
Photograph  
and Sign  
Across

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

(1) Signature:

Affix  
Photograph  
and Sign  
Across

(2) Signature:

Affix  
Photograph  
and Sign  
Across

At                      on                      in the presence of:

WITNESSES:

1. Signature:

Name:

Address:

2. Signature :

Name:

Address: