

AGREEMENT FOR SALE

THIS AGREEMENT

is made at Kolkata

on this the _____ day of _____

20__

BETWEEN

SANWARIA APARTMENTS PRIVATE LIMITED, a Company within the meaning of Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, Kolkata – 700107, P.S. Tiljala, P.O Anandapur (PAN AASCS9236R) represented by its authorized signatory Mr. Jay Prakash Agarwal, son of Sri Hari Prasad Agarwal, by nationality Indian residing at 51/6, Rabindra Sarani, P O. & P.S. Liluah, Howrah 711204, (ADHAAR 6872 6420 6043 / PAN ACLPA7187K) hereinafter referred to as “**Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors in office, successors in interest, agents and assigns) of the ONE PART

AND

1.

Hereinafter [*jointly and severally*] referred to as the “**Allottee[s]**” (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators, successors, legal representatives, permitted assignees) of the OTHER PART.

In this Agreement, unless the context requires otherwise reference to the singular includes a reference to the plural and vice versa.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires:

- a)** “Act” means The Real Estate (Regulation & Development) Act, 2016;
- b)** “Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c)** “Regulations” means the Regulations made under the Real Estate (Regulation & Development) Act, 2016;
- d)** “Section” means a section of the Act.

WHEREAS:

- A. The Promoter herein is the absolute owner of the said ALL THAT the piece and parcel of land measuring about 398 Satak be the same a little more or less, at Holding No. 6002, comprised in R S Dag Nos. 324, 325, 326, 327, 328, 337, 338, 344 and 431, L R Dag Nos. 332, 333, 334, 338, 339, 348, 349, 357 449 and 450 recorded vide L R Khatian No. 1094 and 1101 all within Mouza Jayenpur, J.L No. 66, Bonhooghly -1 No. Gram Panchayat under P . S. Sonarpur, South 24 Parganas free from all encumbrances whatsoever and howsoever morefully set out in Schedule A written hereunder (hereinafter referred to as the *PROJECT LAND*), having its names mutated in the records of rights. The details and devolution of title and ownership of the Promoter is also set out in Schedule A written hereunder.
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Project Land on which the Project is to be constructed has been completed.
- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Banoogly -1 No. Gram Panchayat and other competent authorities. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with the Act and other laws as applicable.
- D. The Banoogly -1 No. Gram Panchayat has granted the Building Permit plan to develop the project vide approval dated 13.05.2022 bearing registration no. 692/822/KMDA (as amended by the amendment application dated _____).
- E. The Promoter has registered the Project being constructed on the Project Land as a 'Real Estate Project' with the West Bengal Real Estate Regulatory Authority ("**WBREERA**") at Kolkata under the provisions of the Act, Rules and Regulations and other circulars and rulings issued thereunder from time to time with the latest Registration No. _____ for the project named as 'ATRI SURYA TORON'
- F. The Allottee has applied vide an Application form, to the Promoter for allotment of an Apartment (herein after referred to as the said "Unit") along with pro-rata share in the common areas as defined under clause (n) of Section 2 of the said Act. The details of the Unit, including unit number, the floor number, carpet area, situated in such wing/ building/ tower (herein after referred to as the said "Building") are more particularly set out in Schedule B. At the time of booking, the Allottee(s) has been informed by the Promoter about the payment schedule, installments to be paid as the payment schedule agreed between the Parties and other payments related terms and conditions including but not limited to interest payable on delayed payments and delayed possession.
- G. On the basis of such above Application, the Promoter has offered to the Allottee(s) the said Unit as per terms and conditions mentioned herein. The authenticated copy of the floor plan of the said Unit agreed to be purchased by the Allottee(s) is annexed as Annexure A.
- H. The Allottee(s) has agreed to purchase the said Unit for the Total Price as set out in Schedule C along with such additional deposits and other outgoings being listed Schedule E (hereinafter referred to as the said "MACD") shall be payable as per the payment terms

recorded in the said Schedule E. The amounts mentioned in Schedule C & E are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to GST, Krishi Kalyan Cess, Swachh Bharat Cess, Land under construction tax, local body tax, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty charges, registration charges, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Total Price and/or the other amounts, which shall be payable by the Allottee(s). The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Allottee(s).

- I. At the request of the Allottee(s), the Promoter hereby agrees to allot to the Allottee(s), car park at such location as mentioned in Schedule B hereto for his own use and not otherwise. The Specifications to be provided by the Promoter in the said Unit are set out in Schedule F hereto. The details of the Common Areas, amenities and facilities, to be provided by the Promoter in the Project are set out in Schedule G hereto.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Allottee has confirmed and acknowledged that the Allottee has taken inspection, carried out all necessary due diligences and upon obtaining complete satisfaction as regards the rights of the Owner, the Developer, the sanctions, approvals and permissions for constructing the said Project and has accepted the Allotment of the said Unit.
- L. Prior to the execution of these presents, the Allottee(s) has/haves paid to the Promoter such sums only as mentioned in the Memo of Schedule written hereunder, being part payment of the Total Price of the Unit agreed to be sold by the Promoter to the Allottee(s) (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee(s) has/have agreed to pay to the Promoter the balance of the Total Price in the manner appearing in the Payment Schedule mentioned in Schedule D and as may be demanded by the Promoter.
- M. The Promoter shall not be liable to the Allottee(s) for any details, information and representations provided by the promoter or any of the Real Estate Agent /Broker/ Channel Partner, and the provisions of this Agreement shall supersede all previous representation and offers.
- N. The carpet area of the said Unit is mentioned in Schedule B. "Carpet Area" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit. "Exclusive Balcony / Verandah Area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee(s). "Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee(s).
- O. The Allottee(s) has represented and warranted to the Promoter that the Allottee(s) has the

authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Allottee(s) hereby undertake/s that he/she/they shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/ or breaches of any of the conditions, rules or regulations as may be applicable to the Project and the said Unit.

- P. 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.
- Q. Relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee(s), and the Allottee(s) has/have agreed to purchase the said Unit at the Total Price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Owner hereby agrees to sell and the Allottee hereby agrees to purchase the Unit as mentioned in Schedule B.

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:

- a. 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 Unit more particularly described in Schedule B hereto.
- b. The Total Price for the Unit based on the Carpet Area ("Total Price"), is more particularly set out in Schedule C hereto, which includes the proportionate price of the proportionate undivided impartible share or interest in the land appurtenant to the said Unit as also in the common areas and facilities in relation to the said Unit, to be paid as per the Payment Schedule as mentioned in Schedule D.
- c. The specification of the said Unit to be provided by the Promoter are set out in Schedule F hereto.
- d. The Promoter hereby agrees to allot to the Allottee(s), the right to car park as mentioned in Schedule B for his own use and not otherwise. Earmarking of the parking number will be done at the time of handing over the possession of the Unit. Each allotted car parking space will entitle the Allottee(s) the right to park only one vehicle. In case of transfer of the said Unit, the right to use the car parking space shall be automatically transferred along with the said Unit. The right to use the car parking space under no circumstances is separately transferable. The Allottee(s) agree/s that only the allotted car parking space would be used exclusively for parking of his/her/their light motorized vehicles and would not be used as storage or otherwise.

Explanation:

- (i) The Total Price above includes the Application Amount paid by the Allottee(s) to the

Promoter towards the said Unit, the receipt whereof, the Promoter does hereby acknowledge.

(ii) The Total Price is escalation-free, save and except the MACD and other charges stated herein and escalations/increases/impositions due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ Local Bodies/ Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ Local Bodies/Government. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

- e. The Allottee(s) hereby agrees to make the payment of the Total Price as per the Payment Schedule more particularly set out in Schedule D herein below ("Payment Schedule").
- f. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments 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.
- g. 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 previous written consent of the Allottee as per the provisions of the Act, save any changes which may be necessary for the safety of the Building and/or necessary for compliance with the law in force.

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

- h. The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area of more than three percent, then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. In such event the only recourse of the Allottee(s) shall be refund by the Promoter of the excess money as per applicable law. If there is any increase in the carpet area, the Allottee(s) shall make payment for such area

with the next milestone of the Payment Schedule and/ or on or before possession and the Allottee(s) shall not be entitled to cancel and terminate this booking on account for this variation. Such monetary adjustment shall be made in proportion to the Total Price.

- i.** Subject to provisions of this Agreement, the Promoter and the Owner agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below:
 - (i)** The Allottee shall have exclusive ownership of the Unit;
 - (ii)** The Allottee shall have a right to car park (if applicable);
 - (iii)** The Allottee shall have undivided proportionate impartible share and interest in the Project Land appurtenant to the said Unit hereby agreed to be sold.
 - (iv)** The Allottee shall also have undivided proportionate share in the land appurtenant to the said Unit as also in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (v)** That the computation of the Total Price of the Unit includes recovery of price of land, construction of the Unit, the Common Areas, cost of providing electric wiring, electrical connectivity to the apartment, lift, Generator, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project, except for the MACD and other amounts set out in Schedule E;
 - (vi)** The Allottee agrees and undertakes that for the purpose of security, the Promoter shall be free to restrict the entry of visitors to the Project site. The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Promoter from time to time for site visit.
- j.** It is made clear by the Promoter and the Allottee agrees that the Unit along with the right to car park shall be treated as a single right and shall be indivisible for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.
- k.** The Total Price as mentioned in Schedule C and the MACD and all such other amounts as mentioned in Schedule E are exclusive of all taxes charges, levies, cess etc., applicable on transfer and sale of Unit to the Allottee(s) and applicable on the construction, project cost, work contracts on the said Project, including but not limited to Goods and Services Tax (GST), education cess, labour cess, surcharge, Swachh Bharat Cess, Krishi Kalyan Cess etc. both present and future or in any increase thereof, as may be applicable from time to time. Such amounts shall be separately charged and recovered from the Allottee(s), on pro-

rata basis. The Allottee(s) would also be liable to pay interest/ penalty/ loss incurred by the Promoter on account of the Allottee(s)'s failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.

- l.** Further, all stamp duty amount, registration charges, statutory charges, lease rental, all taxes, levies, cess etc. as may be applicable, due and levied by the statutory or local authority with respect to purchase of the said Unit.
- m.** The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit 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 the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee for the period upto the conveyance deed / possession / deemed possession, whichever is earlier, the Promoter agrees to be liable, even after the transfer of the Unit, 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.
- n.** The Allottee(s) has/have paid such amounts as mentioned in the Memo written hereunder till the execution of this Agreement as part payment of the Total Price for the said Unit to the Promoter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Schedule (Schedule D) as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee(s) delays in payment towards any amount which is payable, the Allottee shall be liable to pay interest in the manner set out herein below.
- o.** The Allottee(s) shall on or before the due dates or as demanded by the Promoter, pay and keep deposited with the Promoter such MACD and other outgoings as specified in Schedule E.
- p.** The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- q.** The amounts mentioned as MACD as mentioned in Schedule E herein are provisional and based on estimates. If there are any additional charges and/ or increase in the existing charges due to actual cost incurred or demand by statutory authority and/ or otherwise, any shortfall shall be paid by the Allottee(s). The Allottee(s) shall separately pay the common area maintenance charges ("CAM Charges") as per the terms of this Agreement. The Allottee(s) shall be liable to pay both the deposits and the monthly expenses towards CAM charges in accordance with this Agreement, time being of the essence.

- r. Any new infrastructure charges and increase thereof for bulk supply of electrical energy and all / any other charges as mentioned under Schedule C & E are not included in the Total Price of the said Unit and the actual/ proportionate amount shall be additionally payable by the Allottee(s) on or before the offer of possession of the said Unit.
- s. The Allottee(s) shall pay all charges and expenses with respect to formation and conveyance to the Organization, including but not limited to professional costs of the Advocates of the Promoter, Share Money, Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance, as the case may be, at any time on or before the execution and registration of the Agreement for Sale.
- t. In case of any financing arrangement entered by Allottee(s) with any Bank or Financial Institution with respect to the purchase of the said Unit, the Allottee(s) undertakes and confirms to direct such Bank or Financial Institution to and shall ensure that such Bank or Financial Institution disburse all such amounts and installments as mentioned in Schedule C & E, due and payable to Promoter through an account payee cheque/demand draft drawn in favour of the Promoter. Any failure of such Bank or Financial Institution shall be treated as a default of the Allottee to make payment under this Agreement.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule (through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) as set out in Schedule D.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- a. If the Allottee(s) is the resident outside India or having Non Resident Indian (NRI) or Overseas Citizen of India (OCI) status, such Allottee(s) clearly and unequivocally confirms he shall be individually and solely responsible for compliance with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India (RBI) Act and Rules/ Guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/s in India. The Allottee(s) shall also furnish the required declaration to the Promoter / Owner in the prescribed format, with such permission/approvals/no objections to enable the Promoter / Owner to fulfill its obligations under this Agreement. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / Promoter / Owner, or in case of any implications arising out of any default by the Allottee(s), it shall be the sole liability and responsibility of the Allottee(s).
- b. The Promoter and the Owner shall accept no responsibility in this regard and the Allottee(s) shall keep the Promoter and the Owner fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee(s), subsequent to the signing of this Agreement, it shall be the sole

responsibility of the Allottee(s) to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the applicable laws. In event of non-fulfillment of the permission as mentioned above, the amount paid towards Total Price will be refunded without interest, by the Promoter (excluding taxes) as per the cancellation and forfeiture process mentioned in this Agreement and the allotment cancelled forthwith and the Promoter will not be liable in any manner on such account. In case of Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), all refunds, if any, shall, however, be made in Indian Rupees and Allottee(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Total Price as mentioned above from the concerned authorities.

- c. In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by the Allottee(s). The date in which such credit is made to the bank account of Allottee(s) will be considered as date of payment and no other date. Allottee(s) shall provide to the Promoter copy of the SWIFT message to trace the remittance in India.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

It is irrevocably agreed by the Allottee(s) that on all amounts received, the Promoter shall first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments, thereafter towards the interest levied on the previous pending installment (if any), thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee and the common areas to the Organisation or the competent authority, as the case may be. Time is the essence, with respect to the Allottee(s)'s obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Allottee(s) under this Agreement.

6. CONSTRUCTION OF THE PROJECT/UNIT:

The Allottee has seen the approved layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, Payment Schedule and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the applicable law and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act.

7. POSSESSION OF THE UNIT:

a. *SCHEDULE OF POSSESSION OF THE UNIT:*

- (i)** The Promoter shall endeavor to give possession of the said Unit to the Allottee(s) on or before December, 2025 (*"Date of Possession"*). The Promoter shall complete the Project within the period granted to the Promoter by the concerned authorities for completing the Project at the time of grant of sanction, including any renewals thereof (*"Time Schedule for Completion"*). The Date of Possession shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure circumstances and reasons beyond the control of the Promoter. In the event the possession is delayed beyond the date as agreed hereinabove, inter alia for any reason, the Promoter shall be entitled to extension of 12 {twelve} months (*"Extended Duration"*) for handover of possession and completion of construction.
- (ii)** In the event of any delay in handing over possession of the said Unit and the said Amenities to the Allottee(s) on the Date of Possession and Time Schedule of Completion, respectively and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the said Unit and the said Amenities due to Force Majeure reasons, the Promoter shall intimate the Allottee(s) in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the said Unit shall be handed over the Allottee(s) (*"Revised Possession Date"*) and the said Amenities (*"Revised Time Schedule of Completion"*) shall be completed.
- (iii)** In the event, the Allottee(s) is desirous of cancelling the booking of the Unit, prior to the date of application of the completion certificate in respect of the said Unit, then the Allottee(s) shall intimate the Promoter his/ her/ their non-acceptance of the Revised Possession Date and Revised Time Schedule of Completion within fifteen (15) days from the date of receipt of such intimation from the Promoter, failing which it will be deemed that the Allottee(s) has/ have accepted the Revised Possession Date and Revised Time Schedule of Completion and the same shall be binding on the Allottee(s).

b. *PROCEDURE FOR TAKING POSSESSION:*

- (i)** The Unit shall be considered as ready for use and occupation on the date of application for grant of completion certificate or any other certificate required for occupation from the competent authorities.
- (ii)** The Promoter shall issue the Offer of Possession letter to the Allottee(s) requesting to make payments as per the Agreement and take possession within such date as mentioned in the Offer of Possession letter. The Allottee(s) shall before taking over the physical possession of the said Unit, be required to clear all outstanding dues (including interest, costs and charges), keep deposited with the Promoter, amounts mentioned in Schedule C & E and also pay the applicable taxes to the Promoter, as mentioned herein.

- (iii) The Allottee(s) shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Allottee(s).
- (iv) For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from end of 45 (forty five) days after the date of Offer of Possession letter, regardless of whether the Allottee(s) takes such possession or not. Such date shall be referred to as "CAM Commencement Date". In such cases that the unit/s are sold after the Date of Offer of Possession, the CAM charges on the Unit shall commence from the date of which the last installment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter or Organisation, as the case may be until handover to the Apartment Owners Association.
- (v) The Allottee(s) agrees and undertakes that on receipt of possession, if the Allottee(s) is desirous to carry out any interior fit out work, the same shall be carried out as per the provisions as may be decided by the Promoter at the relevant time. The Promoter shall have the absolute discretion in deciding from case to case basis as to whether any permission for Fit Out is to be given to a particular Allottee and the Promoter shall be solely entitled to set down any rules / terms and conditions for governing such Fit Out. However no Fit Out shall be permissible without full payment of consideration having been made by the Allottee

c. FAILURE OF THE ALLOTTEE TO TAKE POSSESSION OF THE UNIT:

- (i) In the event the Allottee(s) fails to take possession of the Unit within such date as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Allottee(s). The maintenance charges and the defect liability period shall commence from the CAM Commencement Date. In addition to payment of interest for delayed payments, the Allottee(s) shall be liable to pay Holding Charges @ Rs. 2/- per month per square feet super built area, from CAM Commencement Date till the Allottee(s) takes actual possession of the Unit.
- (ii) Under such circumstances, it shall be deemed that the Allottee(s) has taken possession of the said Unit and the Allottee(s) agrees and acknowledges that the Promoter's obligation of delivering possession of the Unit shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the said Unit. During the period of the said delay by the Allottee(s), the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition. The Allottee(s) hereby agrees that in case the Allottee(s) fails to respond and/or neglects to take possession of the Unit within the aforementioned time as stipulated by the Promoter and/or cancel / terminate this Agreement, then the Promoter shall also be entitled to reserve his right to forfeit the

entire amount received by the Promoter towards the Unit along with interest on default in payment of instalments (if any), applicable taxes and any other charges and amounts.

(iii) In case of any dispute as regards the finishing of the Unit or the Project being raised by the Allottee, the same shall not be ground for refusing to make payment of the balance consideration or obtaining possession or avoiding CAM Charges or any other payment under this Agreement. Any grievances on the part of the Allottee as regards completion of the Unit or the Project shall be deemed to be an issue arising under defect liability clause and shall be separately dealt with and under no circumstances be linked to the Payment Schedule or Possession process. Refusal to take possession or making payment on ground of any such grievances shall not absolve the Allottee from claiming exemption from committing default in making payment of Total Price, MACD and any other charges as payable hereunder.

d. CANCELLATION BY THE ALLOTTEE:

- (i) 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 in the manner set out in this Agreement. Taxes, Cess, levies, charges, interest, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee.
- (ii) Refund shall be payable by the Promoter only upon registration of the cancellation agreement by the Allottee.

e. COMPENSATION:

- (i) In the event, if the Promoter is unable to apply for the completion certificate on or before the Possession Date or the Revised Possession Date (as applicable), subject to reasonable extension of time and the Allottee(s) wishes to cancel the allotment/ withdraw from the Project, then on demand in writing by the Allottee(s), the Promoter shall refund with simple interest as per applicable law from the date of receipt of installment of amounts paid towards the Total Price only (excluding interest amounts (if any), stamp duty, registration fee, VAT, Service tax, GST, TDS, deposits, charges etc. paid to the Promoter and/or competent authorities, as the case may be) till the date of the written intimation of cancellation of the said Unit from the Allottee(s). However, taxes, levies, cess, interest amounts (if any) paid by the Allottee(s) and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts. In such a scenario, the allotment of the Unit shall stand cancelled and the Allottee(s) shall not have any right, title, interest in the said Unit or in relation to the Project or against the Promoter, in any manner whatsoever. Refund shall be payable by the Promoter only upon registration of the cancellation agreement by the Allottee.

- (ii) In the event the Allottee(s) does not intend to withdraw from the booking in the Project and/or is not agreeable and accepted the revised timelines, then in such an event, the Allottee(s) shall be entitled to seek simple interest as per bank rate for every month of delay, as compensation, post expiry of the Extended Duration (excluding such time period affected by Force Majeure conditions) till the date of receipt of completion certificate or any other certificate issued by the concerned authorities required for use and occupancy of the said Unit ("OC Date"). The Promoter shall pay such compensation on the installments paid towards the Total Price only (excluding interest amounts (if any), stamp duty, registration fee, GST, TDS, deposits, MACD, other charges etc. paid to the Promoter and/or authorities, as the case may be) for the said Unit, subject to terms and conditions herein. Further, the aforesaid compensation, if any accruing, shall be payable/adjustable on the balance amounts payable at the time of handing over the possession of the said Unit. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the Completion Date for any reason whatsoever, irrespective of the Allottee(s) not taking possession of the said Unit. Such compensation shall be payable directly to the Allottee(s) named herein, if he continues his booking on the OC Date.
- (iii) Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and Revised Possession Date and Revised Time Schedule of Completion shall stand extended:
- on account of any force majeure events and/ or
 - due to non-compliance of the terms and conditions by the Allottee(s).
- (iv) Additionally, the compensation for delay shall not be paid in the following events:
- (iv) (1) For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or
 - (iv) (2) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee(s) during inspection of the said Unit, and/or
 - (iv) (3) For the period of delay occurred owing to the Allottee(s) having committed any default and/ or breach of the terms and conditions contained herein, and/or
 - (iv) (4) For the period of delay incurred due to additional work to be completed on the request of the Allottee(s) for certain additional features, upgrades, in the said Unit, in addition to the standard Unit, and/or
 - (iv) (5) For the period of delay caused in any Third Party Vendor / Service Provider carrying out any rectification made in any part of the Unit;
 - (iv) (6) For the period from the date of application for grant of completion certificate or any other certificate issued by the concerned authorities required for use and occupancy of the said Unit till actual issuance of such certificate, provided such certificate is not delayed owing to non-compliance of law by the Promoter.

- (iv) (7) For the period from the date of receipt of completion certificate or any other certificate issued by the concerned authorities required for use and occupancy of the said Unit till the actual handover of possession of the said Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND THE PROMOTER

The Owner and the Promoter hereby represents and warrants to the Allottee(s) as follows:

- a. The Owner has clear and marketable title with respect to the said Project Land and has the requisite rights to carry out development and construction activities upon the Project. Further, the Promoter also has actual, physical and legal possession of the Project Land for the implementation of the said Project.
- b. The Promoter has obtained lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project as per the provisions of the approvals and documents executed with the competent authorities.
- c. The Owner and the Promoter state that there are no litigations pending before any Court of law with respect to the Project or the said Project Land.
- d. The Owner and the Promoter confirms that the approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained by following due process of law and the Owner and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and said Building.
- e. The Owner and the Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- f. The Owner and the Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- g. The Owner and the Promoter confirms that the Owner and the Promoter or any of them are not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.
- h. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Owner and the Promoter in respect of the said Project Land.
- i. In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land or building or terrace becomes possible, the Promoter shall have the exclusive right to take up or complete such further construction.

- j. In the event of paucity or non-availability of any material the Promoter may use alternative materials/ article but of similar good quality. The decision of the Promoter on such changes shall be final.
- k. It is agreed between the Promoter and the Allottee(s) that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Project, it is agreed that the Promoter shall regulate the entry of telecom and/or data agency/services in the Project.
- l. The Owner shall do all such acts, deeds and things, as may be necessary and expedient to complete the development, construction and conveyance and further facilitate the sale of the Project Land.
- m. The Owner agrees and undertakes that the Owner shall be solely responsible and liable to keep the title documents and approvals valid and subsisting of the Project Land. Further, that shall solely be liable for any claims, losses and penalties arising out of such matters and in this regard from any allottees, purchasers, body of purchasers etc.
- n. The Owner shall do all such acts, deeds and things and render all possible assistance to the Promoter as may be necessary and expedient to facilitate the conveyance of the Project Land.

9. EVENTS OF DEFAULT AND CONSEQUENCES:

- a. Subject to the other terms and conditions herein, the Promoter shall be considered under a condition of Default, only in the following events (save and except any of them arising owing to Force Majeure):
 - (i) The Promoter fails to provide the possession of the Unit to the Allottee on or before the Date of Possession or the Revised Date of Possession (as the case may be) or fails to complete the Project on or before the Time Schedule of Completion or the Revised Time Schedule of Completion.
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- b. In case of default by the Promoter under the conditions listed above, the Allottee shall be entitled to the following:
 - (i) Stop making further payments to Promoter as demanded by the Promoter for the construction milestone that is not achieved by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice, subject to registration of cancellation agreement and subject to deductions as agreed herein.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be entitled to Compensation as agreed herein.

- c.** In case the Promoter is forced to discontinue the construction of the said Unit and/ or Project (entire or part) due to force majeure reasons and/ or due to operation of any law or statutory order or otherwise, then the Promoter shall be liable to refund the amounts paid by the Allottee(s) without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes and other outgoings, within 6 (six) months from the happening of such eventuality.
- d.** The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
 - (i)** The Allottee(s) fails to make timely payments of the outstanding, amounts due and payable (including the Allottee(s)'s proportionate share of taxes levied by concerned local authority, MACD, provisional CAM charges etc.) payable by him/her and meeting the other obligations under this Agreement. Time is the essence, with respect to the Allottee(s)'s obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Allottee(s) under this Agreement. The Allottee(s) agree/s that 10% (ten percent) of the Total Price ("Booking Amount") shall be treated as earnest money to ensure fulfilment by the Allottee(s) of the terms and conditions, as contained herein.
 - (ii)** Payment of outstanding amounts due and payable shall have to be paid by the Allottee(s) within fifteen (15) days from the Promoter's Demand Letter, failing which the Promoter shall be entitled to charge interest as per applicable law on all delayed payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments shall not be accepted and in any event not treated as part discharge of the obligation. The Allottee(s) agrees to pay to the Promoter the outstanding amounts including interest as mentioned hereinabove, from the due date till the date of receipt of amounts or realization of the cheque by the Promoter, whichever is later.
- e.** Without prejudice to the rights of the Promoter to charge interest in terms of the clauses herein, upon the Allottee(s) committing breach of any of the terms of the Agreement including default in payment of any outstanding amount, due and payable by the Allottee(s) to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall issue a notice of such default to the Allottee(s) and the Allottee(s) shall be provided with a period of fifteen (15) days from the date of such notice to cure the said default or breach. In the event that the Allottee(s) fails to cure such default or breach, within fifteen (15) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered Post AD at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s), intimating him of the specific breach/ default or breaches/defaults of terms and conditions in respect of which the Company is cancelling and terminating this Agreement.
- f.** On such cancellation, the allotment/booking/agreement for the said Unit shall stand

immediately cancelled and the Allottee shall have no right whatsoever with respect to the said Unit.

- g.** Upon cancellation of the allotment and/or termination of the Agreement (as the case may be), the Promoter shall refund all such amounts paid by the Allottee(s) till the date of cancellation without interest subject to forfeiture of the following amounts as detailed hereunder being the liquidated damages payable to the Promoter:
- (i)** Booking Amount subject to a maximum of 10% of the Total Price. Taxes, cess, levies, charges, stamp duty, registration charges etc. (including on any cancellation deed) paid on all such amounts shall not be refunded to the Allottee(s);
 - (ii)** Total interest accrued on account of the delay/ default in payment of any Installment/s and other charges as per the Payment Schedule calculated till the date of the cancellation/ termination letter;
 - (iii)** Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) under this Application/ Agreement;
 - (iv)** All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature;
 - (v)** All amounts or amounts equivalent to any subvention cost (if the Allottee(s) has opted for subvention plan), benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to the Allottee(s) by the Promoter in respect of the booking of the Allottee(s) irrespective of whether such benefits have been utilized by the Allottee(s) until the date of cancellation of the said Unit;
 - (vi)** All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s).
 - (vii)** Administrative charges, Ombudsman fees and/ or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit.
- h.** The Promoter shall have the first lien and charge on the said Unit for all its dues and other sums unpaid due and payable by the Allottee(s) to the Promoter. The Allottee(s) shall not transfer its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee(s) under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.
- i.** The Allottee(s) further agrees that the Promoter shall refund the balance amounts either by way of (i) personal hand delivery of cheque(s) to the Allottee(s) or (ii) courier of cheque(s) to the Allottee(s) at the aforementioned address mentioned in this Form or in the Agreement for Sale, or (iii) through any other means as the Promoter may deem fit. The Promoter may at its discretion also make refund through RTGS to the Allottee(s) as per account details for refund as mentioned in the Application form or Agreement signed by the Allottee(s). In case of Allottee(s) who have availed home loan and mortgaged the said Unit to any Bank/ Financial Institution, such refund to Allottee(s) shall be processed

post intimation to any Bank/ Financial Institution and release of amounts to such Bank/ Financial Institution as per agreements, documents, papers etc. signed between the Allottee(s) and such Bank/ Financial Institution and the Allottee(s). In the event the Allottee(s) is untraceable and/or unreachable and /or does not accept refund amount, the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first applicant (as per the Application Form) /lender (in case the Allottee(s) has procured a loan from a bank/ financial institution), as the case may be. This shall be full and final discharge of all obligations on the part of the Promoter or its employees and the Allottee(s) will not raise any objection or claim on the Promoter in this regard.

- j.** Upon the cancellation and termination of the allotment of the Unit, the Allottee(s) shall not have any right title or interest with respect to the Unit and the Promoter shall be at a liberty to sell or otherwise dispose off the Unit to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) waive their right to raise any objection or dispute in this regard. The Allottee shall, as a precondition to be entitled to obtain refund, be required to, at its own cost, execute and register a cancellation deed of this Agreement, in the manner as may be required by the Promoter.
- k.** The Allottee(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking, and/or allotment and/or this Agreement to keep the Promoter and its agents and representatives, estates and effects indemnified and harmless against the rights, responsibilities and obligations of the Allottee(s) to the Promoter under this Agreement. Further, the Allottee(s) shall indemnify the Promoter also against any loss or damages that Promoter may suffer as a result of non-payment of any amount herein including the Total Price, non-observance, or non-performance of the terms and conditions mentioned herein. The Allottee(s) confirms that the Promoter shall have a right of first lien on the Unit in the event any amounts are outstanding to the Promoter. The Allottee(s) further confirms that this clause be applicable even post possession being handed over to the Allottee(s)
- l.** In the event of dis-honour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dishonour Charges of Rs. 5000/- (Rupees Five Thousand only) (for each dis-honour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) comes forward to pay the entire

outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.

10. CONVEYANCE OF THE SAID UNIT

The Promoter on receipt of the Total Price, MACD and all other costs, interest, charges, etc of the Unit under the Agreement from the Allottee shall execute a Conveyance Deed and convey the title of the Unit together with proportionate indivisible undivided share in the land appurtenant thereto as also common areas facilities and amenities within such time as prescribed under law.

11. MAINTENANCE OF THE BUILDING/ UNIT/ PROJECT & APARTMENT OWNERSHIP ACT:

- a.** The Promoter has assured the Allottee that the Project in its entirety shall be developed in accordance with the provisions of the applicable laws. The Promoter shall comply with relevant laws and regulations as applicable in West Bengal.
- b.** The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Organisation upon issuance of the Occupation Certificate of the Project which shall not exceed 4 months from the date of expiry of the period mentioned in the notice for taking Possession. However the Allottee shall be liable to pay maintenance charges to the Promoter from the CAM Commencement Date till handover to the Organisation.
- c.** The Allottee hereby agrees to execute and sign all documents for formation of the Association under the prevailing laws as may be required by the Promoter.
- d.** The Allottee further agrees undertakes and assures that any dispute as regards the finishing of the Project or the Unit shall not be a ground to avoid either to take possession by the Allottee or be a ground for the apartment owners association to take over the maintenance of the Project and its common areas, facilities and amenities.

12. DEFECT LIABILITY

- a.** 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 this Agreement relating to the Project is brought to the notice of the Promoter within a period of 3 (three) years by the Allottee from the date of Completion Certificate being issued by the competent authority or commencement of fit out by the Allottee which ever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that all third party warranties and guarantees available to any of the goods, materials, equipment, wiring, plumbing, machines, etc shall be directly exercised

by the Purchaser or the Unit Owners Association and for such defects covered by such third party warranties and guarantees, the Promoter shall not be obliged nor liable to any defects occurring thereat or for any repair or replacement of the same and the period of defect liability for all such products shall be to the period extended by such third party providers.

- b.** It is clarified that, the applicability of this Defect Liability clause shall be subject to the Allottee having complied with all the terms and conditions of this Agreement and not being default of any payments, including any payments on account of CAM and other charges.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

- a.** After the possession, the Allottee(s) shall permit and shall deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the Maintenance Agency / Apartment Owners Association at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Building. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes.
- b.** However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee(s) authorize/s the Promoter and / or Maintenance Agency and/or the Apartment Owners Association to break open the doors/windows of the said Unit and enter into the said Unit to prevent any further damage to the other flats and Project. In such a case, the Promoter and / or Maintenance Agency and/or the Apartment Owners Association shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Unit as aforesaid.

14. USAGE :

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

The Allottee shall not use the same for storage purposes nor make any alteration or put up any partition in the parking areas and shall keep the parking areas as has been constructed by the Promoter.

15. COMPLIANCE WITH RESPECT TO THE UNIT

The Allottee shall ensure:

- a. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date of offer of possession of the Unit and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- b. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Promoter and/or the Organisation.
- c. The Allottee(s) agree/s not to fix or install any window antenna on the roof or terrace or external façade of the said Building except by the prior sanction of the Promoter and/or Maintenance Agency and/or the said Organisation and at places earmarked by the Promoter.
- d. The Allottee shall adhere to all the rules and regulation framed by the Promoter and/or Maintenance Agency and/or the said Organisation for use enjoyment maintenance and operation of the Project and its Common Areas, from time to time.

16. COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY BOTH THE PARTIES:

The Parties are entering into this Agreement for the allotment of a Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project

17. ADDITIONAL CONSTRUCTION:

In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land or building or terrace becomes possible, the Promoter shall have the exclusive right to take up or complete such further construction.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON THE UNIT:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Unit 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 Unit.

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexures along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar, as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the 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 shall be returned to the Allottee subject to the provisions of this Agreement.

20. ENTIRE AGREEMENT:

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee(s) hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee(s) and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee(s) in any manner to enter into this Agreement.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S) / SUBSEQUENT ALLOTTEES

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

purposes. Allottee(s) can, until execution of deed of conveyance, assign, transfer, or part with possession of the said Unit with the prior consent to Promoter and subject to payment of nomination charges as agreed herein. In such an event, except sale, it shall be the responsibility of Allottee(s) to continue to pay the charges pertaining to the said Unit of whatsoever nature payable under this Agreement to Promoter. Allottee(s) undertakes that it shall not divide/ sub- divide the said Unit in parts. It is further agreed by Allottee(s) that he/ she/ they shall make sure that in the event the said Unit is transferred/ sold or Allottee(s) gives temporary possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which Promoter require necessary for safeguarding its interest in the Project.

23. WAIVER NOT A LIMITATION TO ENFORCE:

- a. The Allottee(s) irrevocably confirms that the Promoter may, at its sole discretion, waive in writing any breach by the Allottee(s) under this Agreement. It is expressly agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of any allottee of the residential units shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of any other allottee or for a subsequent breach. It is irrevocably agreed by the Allottee(s) that on all amounts received, the Promoter shall first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous instalments, thereafter towards the interest levied on the previous pending instalment (if any), thereafter the pending instalment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current instalment due and then on the current instalment amount.
- b. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. SEVERABILITY:

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

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT

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

26. FURTHER ASSURANCES

The Promoter and the Allottee(s) 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.

27. PLACE OF EXECUTION

- a. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory which may be mutually agreed between the Promoter and the Allottee(s), after this Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.
- b. The Allottee(s) and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease as the case may be, at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

28. NOTICES

- a. That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Reputed Courier / Registered Post A.D and notified Email ID at their respective addresses as mentioned in this Agreement.
- b. It shall be the duty of the Allottee(s) 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(s), as the case may be.

29. JOINT ALLOTTEES

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

30. SAVINGS:

Any application letter, allotment Letter, agreement, including marketing materials brochures or any other document signed by the Allottee in respect of the Unit, prior to the execution and registration of this Agreement for the Unit, shall stand superseded by this Agreement.

31. 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.

32. 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 discussions, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

33. ADDITIONAL CONTRACTUAL UNDERSTANDING :

The below terms and conditions shall be read in conjunction with the clauses as mentioned above and forms an integral part of the Agreement.

- a. Mode of Payment - The Promoter shall accept payments towards your booking from the account(s) of the Allottee(s) and/ or Joint Allottee(s) only. It is clarified that payments received from any third parties / non- allottee(s) will be returned to the remitter and such payment shall continue to appear as outstanding against the Unit. Payments will be accepted from Joint/Co- Allottee(s) accounts, demand draft payment from the bank where the Allottee(s) has taken a loan for the said Unit, guardian as per the application status making a payment on behalf of a minor's booking.
- b. That Allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, viz the said Unit as and when applicable. The Allottee(s) has specifically agreed with the Promoter that the allotment of the said Unit shall be subject to strict compliance of code of conduct and rules that may be determined by the Promoter for the allotment, occupation and use of the said Unit and such other conditions as per the applicable laws and further the Allottee(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Association as would be formed later on amongst all allottee(s). The Allottee(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable on the said Unit and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land and penalty imposed in case of the breach of the same, shall be borne by the Allottee(s) alone.
- c. Construction of the Project/ Unit
 - (i) The Promoter has commenced development of the Project and intends to construct and develop the said Larger Property for residential use and/or such other authorized use by optimum utilization of the Floor Area Ratio (FAR) together with the infrastructure and common areas and amenities thereof, in accordance with the applicable laws (after considering setback, ground coverage, green area, car parking etc.) as a complex. The Promoter has under its said obligation, commenced construction of the Project in accordance with the said plans, designs and specifications.

- (ii)** The Allottee(s) confirms that all Amenities, common pathway, driveway, access roads, recreational ground area and all such areas which are for common use and enjoyment of all the occupants, purchasers and users of the said Project shall be jointly used and maintained by all purchasers of units in the said Project. The Allottee(s) waives his rights to raise any objection in this regard.
- (iii)** The Promoter has informed the Allottee(s) and the Allottee(s) hereby confirms and acknowledges that the Project 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. The Allottee(s) further acknowledges and confirms that the Promoter may, at any time, revise/modify the layout master plan of the Project, except for the current Building, in such manner as the Promoter may deem fit, in its sole discretion. However, the same is subject to the sanction of the competent authorities and/or may undertake revision and modification of any of the Project, if required by the competent authorities.
- (iv)** The Allottee(s) has been informed and hereinafter acknowledges that the FAR proposed to be consumed in the Project may not be proportionate to the area of the said Project on which it is being constructed in proportion to the total area of the 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 Project as it thinks fit and the owners and purchasers 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 Project.
- (v)** The unutilized / residual FAR (including future incremental or enhancement due to change in law or otherwise) in respect of the said land shall always be available to and shall always be for the benefit of the Promoter and the Promoter shall have the right to deal or use the FAR as it may deem fit, without any objection or interference from the Allottee(s) or the Maintenance Association. In the event of any additional FAR in respect of the said Project Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FAR or otherwise, at any time, hereafter, the Promoter alone shall be entitled to the ownership and benefit of the all such additional FAR for the purpose of the development and / or construction of structures on the said Project Land as may be permissible under applicable law.
- (vi)** In the event the land adjoining to the said Project land is owned/developed by the Promoter (or the Promoter's wholly owned subsidiary, group company or associate company), the Promoter reserves the right to develop the same, either by amalgamating the same with the said Project Land and/or sub-dividing and/or amalgamating the said Project Land and the adjoining land, or by making provisions for sharing of common areas between the project Land and the adjoining lands, as the Promoter may deem fit and proper in accordance with the applicable laws, so as to utilize the full potential of the FAR available.

(vii) The Allottee(s) acknowledged that the Promoter is the best judge of the finishing of the common areas, facilities and amenities and therefore further acknowledge and agree that the promoter shall be entitled to decide the final design, colour combination, finishing, aesthetics and other such materials for the common areas of the Project and the Allottee(s) shall have no say in the same. Any changes in the aesthetics, looks and finishing material which may be different from the proposed look shall not be objected to by the Allottee(s).

d. Formation of Association

- (i) The Allottee(s) along with other allottee(s) in the said Project shall join to form and register an organisation or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said “**Association**”) to be known by such name as the Promoter may decide. For the said purpose, the Allottee(s) shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of such Association and for becoming a member, including the bye-laws of the proposed Association. The Allottee(s) shall duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the Association of allottee(s). No objection shall be taken by the Allottee(s) with respect to the same. Changes or modifications, if any, are to be made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the concerned Authority. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the unit owners in complying with the above.
- (ii) The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted units, areas and spaces in the said Building and said Larger Property.
- (iii) The Promoter will have the right to decide upon the phases of development of the Project. Further, the Promoter will have the right to decide upon which units/s/premises/apartments to be developed first in the Project. All the unit/s/premises/apartments may not be constructed simultaneously. The Project may be completed in various construction phases/slabs and availability of common amenities, facilities, services will be dependent on the construction phasing and planning as mentioned in this Agreement.
- (iv) The Promoter proposes to maintain the Amenities and upkeep the said Project, until the formation of the Association, as per the terms of this Agreement. With this view in mind, the Promoter may appoint a Maintenance Agency (without any reference to the Allottee(s) and other owners, users, occupants etc. of the Project) for the maintenance and up-keep of the same., Even after formation of the Association, such Maintenance Agency may continue to be appointed for maintenance and up-keep on such terms and conditions as the Promoter may deem fit, and the Allottee(s) hereby gives their unequivocal consent for the same.

- (v) The Promoter and/ or the Maintenance Agency shall make provisions for payment of CAM Charges as outgoings to the Association for the purposes of maintenance of the Building and Amenities of the Project .
- (vi) The Allottee(s) hereby agrees and confirms that from the CAM Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Building in which the said Unit is located (namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance) until handover of the maintenance to the Association, irrespective of whether the Allottee(s) is in occupation of the said Unit or not and construction activity is continuing in adjacent tower/ buildings and infrastructure, facilities and amenities are not fully completed. The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.
- (vii) In case of failure of the Allottee(s) to pay the CAM Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Promoter and/or Maintenance Agency to deny him the maintenance services, facilities, amenities etc. also authorizes the Promoter and/or Maintenance Agency to adjust the Deposit against such defaults.
- (viii) If due to such adjustments in the principal amount, the CAM Charges falls below a certain amount, as informed by the Promoter and/or Maintenance Agency, then the Allottee(s) hereby undertake/s to make good the resultant shortfall within fifteen (15) days of demand by the Promoter and/or Maintenance Agency. Further, the Promoter and/or Maintenance Agency reserves the right to increase CAM Charges and/or deposits pursuant to the same, from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Promoter and/or Maintenance Agency.
- (ix) Upon the said Association being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.
- (x) It is in the interest of Allottee(s) to help the Maintenance Agency in effectively keeping the said Flat, and Project secured in all ways. The Allottee(s) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency as may be framed by the Maintenance Agency from time to time for the upkeep and maintenance of the Project and the Building.

e. Maintenance of the said Building/ Unit/ Project

- (i) The Allottee(s) hereby agrees and confirms that until handover of the maintenance of the project to the Association is completed, the Allottee(s) shall continue to pay all the CAM Charges and all outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time. Subject to timely payment of CAM Charges and taxes, the Promoter shall provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Organisation upon the issuance of the completion certificate of the Project.
- (ii) The Allottee(s) further acknowledges that the Promoter shall be entitled to but not obliged to continue to Maintain the Society beyond a period of 6 months from the CAM Commencement Date and any delay in formation of the Association shall not be ground for compelling the Promoter to continue with the maintenance activity of the Project.
- (iii) The Allottee(s) agree and acknowledge that any dispute relating to finishing work of the Project or any grievances relating to the completion of the Project shall not be a ground to avoid or delay the handover of maintenance.
- (iv) The Promoter shall not be bound to make over the maintenance and other deposits being held by the Promoter until the maintenance is taken over by the Association.

f. Defect Liability

- (i) Additionally, the Promoter shall not be liable in case of the following :
 - 1) 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
 - 2) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
 - 3) Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.
 - 4) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.
 - 5) e) Structural defects occurring in the Unit or unit that has undergone civil renovations.
- (ii) In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove) after the CAM Commencement Date, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

g. Compliance by the Allottee

The Allottee(s) or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter and thereafter to the Organisation as follows :-

- (i)** Not to store in the Unit any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the said Building and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (ii)** To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof including to the concerned local authority and/or other public authority.
- (iii)** Not to do or permit to be done any act or thing which may render void or voidable any insurance of Unit, Project, or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (iv)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Project and the Building.
- (v)** The Allottee(s) shall not use the said Unit in the manner, so as to cause blockade or hindrance to common passages, verandah or terraces. No common parts of the said Building will be used by the Allottee(s) for keeping / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse, nor the common passages shall be blocked in any manner. The Allottee(s) shall be responsible for the care, health, safety, security, well-being etc. of their pets (if any) and are forbidden to leave them in the common areas of the Building and the Project.
- (vi)** The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee(s) shall sign and execute all other documents, agreements, etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by the Promoter.
- (vii)** That it is agreed and accepted by the Allottee(s) that upon creation / incorporation of the said Association, the common equipments pertaining to power back-up, etc. shall be transferred in favour of the said Association and that unless agreed the Promoter / Maintenance Agency shall thereafter be in no manner held responsible or liable for

maintenance, upkeep, refurbishing or replacement of the same, as the liability of the Promoter is limited to installation of the said equipment solely for the first time.

- (viii)** The Allottee(s) agree/s not to fix or install air conditioners or heaters in the said Unit, save and except at the places which have been specified in the said Unit for the installation nor in any way disturb the external façade of the said Unit.
- (ix)** Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
- (x)** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Allottee(s) for any purposes other than for purpose for which it is sold.
- (xi)** The Allottee(s) shall not let, sub-let, transfer, assign or part with the interest or benefit of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully paid up and conveyance deed has been registered in favour of the Allottee(s).
- (xii)** The Allottee(s) shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xiii)** The Allottee(s) shall permit the Promoter and/or the Maintenance Agency and/or the Association and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Unit or Building or any part thereof to view and examine the state and condition thereof.
- (xiv)** The Allottee(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Unit at his/her/their/its cost and responsibility. The Allottee(s) confirms that such finance/ housing loan/ mortgage from financial institution/bank for payment of instalments of the Total Price as set out hereinabove may be availed on the basis that no right or interest of the Promoter under this Agreement is affected on account of finance being obtained by the Allottee(s). The Allottee(s)' obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Allottee(s)' ability or competency to obtain such financing and the Allottee(s) will always remain bound under this Agreement. The Promoter shall not be

responsible in any manner whatsoever if any bank/financial institution delays and/ or refuses to finance the said Unit on any ground or revokes the loan already granted. In case of any financing arrangement entered by the Allottee(s) with any financial institution with respect to the purchase of the said Unit, the Allottee(s) undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee(s) shall not make such refusal/ delay an excuse for non-payment of any Instalments / dues to the Promoter within stipulated time as per the Payment Schedule.

- (xv)** It is mutually agreed between the Promoter and the Allottee(s) that the Promoter shall not be liable for repayment of loan amount or any part thereof availed by the Allottee(s). All costs associated with procurement of loan amount shall be borne by the Allottee(s) alone.
- (xvi)** Notwithstanding any arrangement between the Allottee(s) and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, value added tax, service tax, local body tax, works contract tax etc., remains un-paid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Unit and/or the Premises for the un-paid/outstanding amount including interest thereon.
- (xvii)** The Allottee(s) shall indemnify and keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that such Bank/Financial Institution may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee(s) of the terms and conditions governing the said loan in respect of the said Unit.
- (xviii)** The Allottee(s) agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit by the concerned authorities due to non-payment by the Allottee(s) or any other unit holder or owner of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- (xix)** The Allottee(s) hereby agrees and undertakes that he/she/they shall maintain and up-keep the said Unit, Building and the Project, so that Amenities may be well maintained.
- (xx)** The Allottee(s) are aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Promoter be held liable in any manner whatsoever, for the same.

(xxi) The Allottee(s) undertake/s to timely sign and execute all applications, papers, documents, undertakings, Sale Deed, Maintenance Agreement, any other agreement/s and all other relevant papers within such period as notified by the Promoter in writing, after paying registration fee/ charges, stamp duty and other charges/ expenses (as may be applicable). In case, the Allottee(s) fails or neglects execute and/ or register (if may be applicable) applications, papers, documents, undertakings, Sale Deed, Maintenance Agreement, any other agreement/s and all other relevant papers within the date notified, physical possession of the said Unit to Allottee(s) may be withheld by the Promoter and penalty if any shall be payable under the relevant laws for delay in such completion. The Promoter shall have the right to cancel the allotment/this Agreement in case the Allottee(s) fail/s to have the Agreement and/ or Sale Deed Registered within sixty (60) days from the date notified to the Allottee(s).

(xxii) Nomination – Pending registration of a deed of conveyance, the Allottee shall not be entitled to assign the rights obtained under this Agreement or nominate any other person to obtain conveyance deed in respect of the said Unit without the written consent of the Promoter not before 12 months from the date of this agreement and only upon payment of nomination and administrative charges @ Rs. 25/- per square feet super built up area plus applicable taxes. Any document for sale/transfer/lease etc. which is entered into by the Allottee(s) with any prospective buyer, without obtaining written approval of the Promoter shall not be valid and not binding on the Promoter, as the case may be. The Promoter shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid;

h. Un-sold and un-allotted units and areas:

(i) It is agreed and understood between the Promoter and the Allottee(s) that after the formation of the Association, the Promoter shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold apartments, premises, units, un-earmarked areas etc. and in the said Project.

(ii) All unsold and/or un-allotted units, areas and spaces in the Building and Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and Project shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or un-allotted units and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.

(iii) The Promoter shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner whatsoever the remaining unsold / unallotted flats / premises in such manner as they think fit and the sale proceeds thereof shall belong

absolutely to the Promoter and the purchaser/s and allottee(s) of such unsold / unallotted flats / premises shall be accepted as member of the Association. Such purchaser/s and allottee(s) (including the Promoter) of such unsold / unallotted flats / premises in case of such purchase, shall not be required to pay any transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the proposed Association.

i. Branding

- (i) It is agreed by the Allottee(s) that the name of the Project is “ATRI SURYATORAN” and the name of the individual buildings / blocks / towers may be changed at the sole discretion of the Promoter and the Allottee(s) shall not be entitled to raise any objection to the same.
- (ii) The Allottee(s) acknowledges, agrees and undertakes that the name of the Project shall not be renamed and/or changed and the same shall always be known by its name given by the Promoter.

SCHEDULE A

[PROJECT LAND]

ALL THAT the piece and parcel of land measuring about 398 Satak be the same a little more or less, at Holding No. 6002, comprised in R S Dag Nos. 324, 325, 326, 327, 328, 337, 338, 344 and 431, L R Dag Nos. 332, 333, 334, 338, 339, 348, 349, 357 449 and 450 L R Khatian No. 1094 and 1101 all within Mouza Jayenpur, J.L No. 66, Bonhooghly -1 No. Gram Panchayat under P . S. Sonarpur, South 24 Parganas, as per details below:

Sl. No.	R S Dag No.	L R Dag No.	Classification	Total Area of Dag	Area Owned by Land Owner
	324	332	Housing Complex	265	265
	325	333	Doba	3	3
	326	334	Housing Complex	5	5
	327	338	Housing Complex	16	16
	328	339	Housing Complex	7	7
	337	348	Housing Complex	19	19
	338	349	Doba	12	12
	344	357	Commercial Bastu	14	14
	431	449	Housing Complex	23	23
	431	450	Housing Complex	34	34

	398	398
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And butted and bounded

On the NORTH : By R.S. Dag Nos. 300, 301 and 778
On the EAST : By R.S. Dag Nos. 325 and 424(P)
On the SOUTH : By R.S Dag No. 429, 424(P), Garden Ujyani
On the WEST : By R. S Dag Nos. 329, 330, 336 and Garden Ujyani (P)

Or Howsoever otherwise the same is was or may be known numbered butted or bounded

Part II
("Devolution of Title")

The Land Owner herein has by the following several deeds of Conveyances, purchased the aforesaid area of 398 Satak in Mouza Jayenpur District 24 Parganas South:

SI No	Deed No & Year	Date of Deed	Vendor	LR Khaitan	Rs Dag	LR Dag	Area Sold to the Land Owner herein being the Purchaser in the respective deeds
1	6936/2014 [ADSR Sonarpur, South 24 Parganas]	04-Jul-14	Manoranjan Mahapatra, Gopal Mahapatra	831, 832	326	334	2
2	6978/2014 [ADSR Sonarpur, South 24 Parganas]	07-Jul-14	Gajen Biswas, Palani Sardar, Lakshi Mondal, Kanan Bagani, Anjali Biswas, Chandicharan Biswas, Panchu Biswas, Gopal Biswas, Nepal Biswas, Sadananda Biswas, Reba Mondal, Shikha Sardar	791, 792, 793, 794, 795, 222, 276	324	332	66
					325	333	0
					328	339	2
					337	348	4
					338	349	1
3	6979/2014 [ADSR Sonarpur, South 24 Parganas]	07-Jul-14	Mohammad Mondal, Majid Mondal, Sabir Ali Mondal, Habib Ali Mondal, Sahid Ali Mondal,	475, 537	324	332	82
					431	450	34
4	7088/2014 [ADSR Sonarpur, South 24 Parganas]	09-Jul-14	Ramesh Biswas, Manik Biswas, Mukto Biswas, Rabin Biswas, Nandarani Kayal, Binay Biswas, Subal Biswas, Nirangan Biswas, Nemai Biswas, Sabitri Naskar, Gayatri Mondal, Rebarani Biswas, Ranjit, Biswas, Sanjit Biswas, Debi Naskar	412, 555, 615	324	332	66
					325	333	1
					328	339	2
					337	348	6
					338	349	3
5	7089/2014 [ADSR Sonarpur, South 24 Parganas]	09-Jul-14	Sabita Mondal, Paresh Ch Biswas, Debabrata Biswas, Sanat Kr Biswas, Lalita Naskar, Sujata Naskar, Lakshibala Biswas, Badal Biswas, Sushanta Biswas, Prasanta Biswas, Sunila Biswas, Suparna Kundu, Usha Naskar, Radha Raul, Kalpana Biswas, Rajib Biswas, Sanjib Biswas, Tapasi Paik, Ashrukana	4, 10, 212, 216, 382, 470, 863, 864, 865	324	332	51
					325	333	2
					328	339	3
					337	348	9

			Biswas, Shyamal Kr. Biswas, Jayanti Sarkar, Jharna Patoyari, Gopal Roy, Ashoke Roy		338	349	8
6	8627/2014 [ADSR Sonarpur, South 24 Parganas]	12-Aug-14	Abul Sardar, Abdul Rasid Sardar, Hannan Sardar, Mannan Sardar	202	431	449	23
7	10981/2014 [ADSR Sonarpur, South 24 Parganas]	03-Nov-14	Shambhu Biswas, Biswanath Biswas, Bhanumati Mondal, Kalpana Sardar, Alpana Mondal, Shyamali Kayal, Anjali Pal	292	326	334	3
8	237/2015 [ADSR Sonarpur, South 24 Parganas]	20-Jan-15	Tulika Das	1005	327	338	8
9	4726/2014 [ARA – I, Kolkata]	29-May-14	Ankan Paul	1004	327	338	8
10	721/2016 [ADSR Sonarpur, South 24 Parganas]	08-Feb-16	Sailendra Nath Biswas, Sunil Ch Biswas	440, 20, 729	344	357	4
11	722/2016 [ADSR Sonarpur, South 24 Parganas]	08-Feb-16	Paresh Ch. Biswas, Debabrata Biswas, Sanat Kr Biswas, Lalita Naskar, Sujata Naskar	170	344	357	3
12	656/2016 [ADSR Sonarpur, South 24 Parganas]	08-Feb-16	Kalpana Biswas	193	344	357	2
13	720/2016 [ADSR Sonarpur, South 24 Parganas]	08-Feb-16	Rupa Bhandari	381	344	357	5

14. Subsequently, the aforesaid Shambhu Biswas, Biswanath Biswas, Bhanumati Mondal, Kalpana Sarda, Alpana Mondal Shyamali Kayal and Anali Pal (vendors of Deed No. 10981 of 2014 started making claims as to ownership in respect of a further area of land measuring 2.00 Satak in LR Dag No. 334 R S Dag No. 326 after having sold 3.00 Satak therein. The Land Owner herein had already purchased the balance area of 2.00 Satak out of 5.00 Satak vide Deed No. 6936 of 2014 as aforesaid. In order to buy peace and extinguish all claims and rights of the said Shambu Biswas and 6 others, the Owner herein by a Deed of Conveyance dated 7.11.2014 and registered in the office of the ADSR Sonarpur in Book NO. 1 Deed No. 10982 of 2014 caused the said Shambu Biswas & 6 others to register a further deed of conveyance in respect of such area of 2.00 Satak in favour of the Owner herein.

SCHEDULE B

[UNIT HEREBY AGREED TO BE SOLD]

'Apartment'

ALL THAT Apartment being Residential Flat No. ---, on the --- floor, Block----- (including Balcony, if any), to contain by measurement ----- (-----) sq ft super built up area more or less [which corresponds to --- (-----) sq. ft. built-up area (more or less) / --- (-----) sq. ft. carpet

area (more or less) of the Apartment together with undivided proportionate share of the land underneath the said building wherein the said Apartment is located together with the undivided share or interest in the common area, amenities and facilities more fully mentioned herein of the said Project ATRI SURYA TORON

'Car Parking'

TOGETHER WITH the right to park ----- sized motor car on the Independent Covered Car Parking.

SCHEDULE C

[TOTAL PRICE]

Price for the Apartment described in Schedule B	Rs.-----
Price of 1 (One) Car Parking space described in Schedule B	Rs.-----
Price of Servant's Quarter	-----
Total Price	Rs.-----
(Rupees ----- only).	

SCHEDULE D

[PAYMENT SCHEDULE]

Sl. No.	Stage Of Payment	Amount
1	Application Amount	1 Lac
2	On Signing of the Agreement	20% (less Application Amount)
3	On completion of Foundation	10%
4	On completion of 1st floor casting	10%
5	On completion of 2nd floor casting	10%
6	On completion of 3rd floor casting	10%
7	On completion of 4th floor casting	10%

8	On completion of brick work of the unit	10%
9	On completion of flooring of the unit	10%
10	On notice of possession of the unit	10%

SCHEDULE E

[MACD & OTHER CHARGES]

PART I

SL NO	MACD	Amount (in INR)
1	TRANSFORMER, GENERATOR, FACILITIES & AMENITIES, SOCIETY FORMATION CHARGES	-----/-
2	FLOOR ESCALATION	-----
3	PLC	-----
*With Applicable GST / other impositions		

The above amounts are payable in the following manner:

- 50% of each of the above amounts shall be payable simultaneously with payment of 5th installment of Schedule D
- Balance 50% of each of the above amounts shall be payable simultaneously with payment of 10th installment of Schedule D

PART II

[PAYABLE ALONGWITH THE LAST TRANCHE OF PAYMENT SCHEDULE IN SCHEDULE
D]

SL NO	PARTICULARS	Amount (in INR)
1	SINKING FUND @ Rs. ---/- per square feet super built up area	-----
2.	CAM CHARGES @ Rs. -----/-	-----

	per square feet super built up area – 12 Months Advance	
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PART III

OTHER CHARGES

[PAYABLE AS PER SCHEDULE BELOW]

SL NO	PARTICULARS	Amount (in INR)
1	LEGAL CHARGES:	-----00
	- On drawing up Agreement:	-----00
	- On drawing up Conveyance:	-----00
2.	MUTATION ASSISTANCE CHARGES: (To be paid on possession)	As per actuals

NOTE :

- Time bound payment shall be made by the Allottee as per the Payment Schedule without need of any demand letter and/ or reminder from the Promoter
- Even in case of Home Loan any delay by Bank / Financial Institution in making the payment as per the payment schedule shall attract applicable interest.
- The amounts mentioned in here are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to GST and its effect, Krishi Kalyan Cess, Swach Bharat Cess, Land under construction tax, Local body tax, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Total Price and/or the other amounts shall be payable by the Applicant/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicants/s.
- The Allottee shall be liable to and shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of the Allottees failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
- Amounts of MACD & Other Charges mentioned in Schedule E are provisional and based on estimates. If there is any increase due to actual cost incurred or demand by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant/s.

SCHEDULE F

[SPECIFICATIONS FOR THE SAID UNIT]

Structure:	Door:	Windows:
<ul style="list-style-type: none"> RCC Foundation as per Geotechnical Engineer's recommendation 	<ul style="list-style-type: none"> Good quality flushed door 	<ul style="list-style-type: none"> Sliding aluminium windows with white glass panel
Floors:	Toilets:	Kitchen:

<ul style="list-style-type: none"> Entrance Lobby – Elegantly designed with tiles Floor Lobby – Ceramic tiles Flat interiors – Vitrified tiles Master Bedroom – Vitrified tiles 	<ul style="list-style-type: none"> Floor - Anti skid Ceramic tiles Wall - Ceramic tiles up to dado height Concealed hot and cold-water pipe system in shower and Basin White Sanitary ware of reputed brand Chrome plated Fittings of reputed brand 	<ul style="list-style-type: none"> Counter Table with Granite top and Stainless-steel sink Ceramic tiles up to 2 (two) feet above the counter
Elevator:	Electrical Installations:	Walls & Finishing:
<ul style="list-style-type: none"> Adequate elevators by reputed makers in each Block 	<ul style="list-style-type: none"> Concealed copper wiring with Modular switches Adequate light and power points Standard main Distribution Box (DB) TV / Telephone points AC point in all bedrooms 	<ul style="list-style-type: none"> Internal – 5”/3” Brick walls with Plaster of Paris finish External–8” Brick walls plastered with high quality weather coat paint

** Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize, perceptible shade variations, the Promoter, shall not be held liable in any manner whatsoever, for the same. Shade and pattern variation is a property of natural stone. Though all efforts shall be made during laying of stone pieces, to minimise perceptible variation in shade and pattern, the Promoter shall not be held liable in any manner whatsoever for the same.

#To be charged separately in CAM charges

SCHEDULE G

[COMMON AREAS, AMENITIES AND FACILITIES IN THE PROJECT]

- 1 COMMUNITY HALL
- 2 GAMES ROOM +KIDS ZONE
- 3 GYM
- 4 INTERCOM
- 5 CCTV IN ALL COMMON AREAS
- 6 TV SATELLITE CONNECTION
- 7 BADMINTON/TENNIS COURT AND YOGA SPACE
- 8 FLOWERS GARDEN
- 9 FRUIT GARDEN

- 10 SWIMMING POOL
- 11 KIDS PLAY AREA
- 12 SENIOR CITIZEN ADDA ZONE
- 13 JOGGING AND WALKING PATH
- 14 ADDA GARDEN
- 15 LANDSCAPE
- 16 MAINTENANCE OFFICE
- 17 SECURITY CHANGE ROOM
- 18 MALE/ FEMALE TOILETS WITH SHOWER FOR SERVANT IN
ALTERNATIVE BLOCKS
- 19 STORE
- 20 WATER TREATMENT PLANT
- 21 SEWERAGE TREATMENT PLANT
- 22 24 HOUR POWER BACKUP (GENERATOR)
- 23 RAIN HARVESTING
- 24 UGR
- 25 TRANSFORMER
- 26 FIRE FIGHTING SYSTEM
- 27 WASTE MANAGEMENT SYSTEM
- 28 WATER RECHARGE
- 29 SOLAR PANEL – COMMON AREAS (PARTLY)

IN WITNESS WHERE OF 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 SEALED AND DELIVERED by the
PROMOTER in the presence of:

SIGNED SEALED AND DELIVERED By the
ALLOTEE[S] in the presence of:

MEMO CUM RECEIPT AND ACKNOWLEDGEMENT

Received from the within named Allottee the within named sum of Rs. _____/- as
and by way of earnest money / part payment of the Total Price as per the following:

Serial No.	Cheque / D. D. No.	Dated	Drawn on	Amount (in Rs.)

(Promoter)

Witnesses:

1.

2.

Drafted by me

(Aditya Kanodia)
Advocate, High Court, Calcutta
Enrollment No. WB/1486/2006

