

**AGREEMENT FOR SALE**

This agreement for sale ("**Agreement**") is executed at Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_, Year **2023**

**BY AND BETWEEN**

**OSWAL RESIDENTIAL BUILDINGS LLP**, a limited liability partnership incorporated in accordance with the Limited Liability Partnership Act, 2008, having LLP Identification Number AAA-8304 dated March 12, 2012 and its registered office at **Infinity IT Lagoon, 6th floor, Room No. 607, Block - EP & GP, Sector - V, Salt Lake City, Post Office - Salt Lake, Police Station - Bidhannagar, Kolkata - 700091, District-North 24 Parganas** and having Income Tax PAN No. **AADFO0122C**, duly represented by its authorized signatory namely **MR. ARINDAM CHOWDHURY** son of Mr. Dilip Kumar Chowdhury, having **PAN AGUPC2415P, Aadhar No. 898937803018, and Mobile No. 9830709990**, by faith – Hindu, by occupation – Service, by citizenship – Indian & residing at LIG-2/19, KMDA Nagar, Phase – II. Barrackpore, Post Office - Sewli Telini

Para, Police Station – Titagarh, PIN – 700121, duly authorized *vide* board resolution dated (hereinafter referred to as the “**PROMOTER**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its present partners, partners-in-succession, and such other partner or partners who may be admitted into the said partnership, and its successors and permitted assigns) of the of the **FIRST PART**.

**AND**

**ABAS NIBAS PRIVATE LIMITED** (formerly known as Shelter Concrete Private Limited), a company incorporated under the Companies Act, 1956, having **CIN U45400WB2009PTC132688**, and having its registered office at AA-55 Sector -1, Salt Lake City, Kolkata - 700 064, Police Station - North Bidhan Nagar, Post Office - Bidhan Nagar, S.O., District- North 24 Parganas and having Income Tax PAN No. **AAF9777J**, hereinafter referred to as the “**OWNER**”, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **SECOND PART**. The “**Owner**” being represented by its duly constituted attorney **OSWAL RESIDENTIAL BUILDINGS LLP**, a limited liability partnership incorporated in accordance with the Limited Liability Partnership Act, 2008, having LLP Identification Number AAA-8304 dated March 12, 2012 and its registered office at **Infinity IT Lagoon, 6th floor, Room No. 607, Block - EP & GP, Sector - V, Salt Lake City, Post Office - Salt Lake, Police Station - Bidhannagar, Kolkata - 700091, District–North 24 Parganas** and having Income Tax PAN No. **AADFO0122C** and duly represented by its authorized signatory namely **MR. ARINDAM CHOWDHURY** son of Mr. Dilip Kumar Chowdhury, having **PAN AGUPC2415P, Aadhar No. 898937803018, and Mobile No. 9830709990**, by faith – Hindu, by occupation – Service, by citizenship – Indian & residing at LIG-2/19, KMDA Nagar, Phase – II. Barrackpore, Post Office - Sewli Telini Para, Police Station – Titagarh, PIN – 700121, duly authorized *vide* board resolution dated , *vide* Power of Attorney dated 28.08.2019, registered at the office of the Addl. registrar of Assurances - I, Kolkata, copied in Book No. I, Volume No. 1901-2019, Pages 263923 to 263969, Being No. 190105480 for the year 2019.

**AND**

(1) , of , having **PAN - , Aadhar No.-** , Contact No. by faith - Hindu, by occupation - and (2) of , having PAN - , Aadhar No. - , Contact No. , occupation - , and both residing at , Post Office – , Police Station – , and are Indian Citizen, (hereinafter called the “**Allottees**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter, the Owner and the Allottee(s) are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”

### 1. Definitions

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

- a. “**Act**” shall mean the Real Estate (Regulation and Development) Act 2016 (16 of 2016) as amended from time to time;
- b. “**Advance CAM Charge**” shall mean the CAM charges for the first 18 (Eighteen) months from the CAM Commencement Date which shall be paid by the Allottee in advance as a part of the Total Payable Amount;
- c. “**Agreement**” shall mean this agreement and all attached annexures, Schedules and instruments supplemental to or amending, modifying or confirming this Agreement in accordance with the provisions of this Agreement;
- d. “**Apartment**” shall have the meaning ascribed to it in Recital K;
- e. “**Applicable Laws/Law**” shall mean all applicable statutes, enactments, laws, ordinances, treaties, conventions, protocols, bye-laws, rules, regulations, guidelines, notifications, notices, and/or judgments, decrees, injunctions, writs or orders of any court, statutory or regulatory authority, tribunal, board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Agreement, as may be applicable to each of the Parties;
- f. “**Appropriate Government**” shall mean the Government of West Bengal;
- g. “**Architect**” shall mean an architect registered under the provisions of the Architects Act, 1972 appointed by the Promoter for the Project;
- h. “**Association of Allottees**” shall mean the association of allottees to be formed by the owners of the units comprised in the Project under the provisions of the West Bengal Apartment Ownership Act, 1972, as amended from time to time;

- i. **“Authority” /“Competent Authority”** shall mean the local authority or any authority created or established under any law for time being in force which exercises authority over the Project Area for the time being in force which exercises authority over the Project Area under its jurisdiction, and has permission for development of such immovable property;
- j. **“Building”** shall mean any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or any other related purposes within the Project;
- k. **“CAM Charges”** shall mean the charges to be paid by the Allottees to the Promoter or maintenance agency appointed by the Promoter or Association of Allottees for maintenance of the Common Areas, including mechanical car parking areas and also as described in Clause 13.1. For the avoidance of doubt it is clarified that CAM Charges shall include operational expenses of the Association of Allottee, all charges, deposits for supply, operation and maintenance of common utilities, charges for the electricity consumed for operation of the common machinery and equipment, any litigation expense, including legal fees incurred for common purposes and for common use and enjoyment of the Common Areas, all expenses incurred for running and operating all machinery, equipments and installations comprised in the Common Areas, all rates and Taxes save those which are separately assessed on the Allottees, salaries and expenses of the staff to be employed for maintaining and managing the Common Area, Building and/or the Said Land including their perquisites, bonus and other emoluments and benefits;
- l. **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment;
- m. **“Car Parking”** means covered parking space, mechanical car parking space any other area in the Project designated and sanctioned by the Competent Authority for the purposes of car parking, as the case may be, whether open or otherwise, in the basement or in the ground floor, whether multi level or podium or otherwise and which has been allotted/reserved for the exclusive use of the Allottee in terms of the Agreement. The Car Parking allotted to any Allottee shall be regarded as Limited Common Area available for the exclusive and perpetual use and enjoyment by the individual Allottee as decided by the Promoter and such Parking Space shall constitute a single indivisible unit along with the Apartment for all purpose;
- n. **“Clause”** shall mean a Clause in this Agreement;
- o. **“Common Areas”** shall have the meaning ascribed to it in Schedule F;

- p. **“Completion Certificate”** shall mean the completion certificate or such other certificate by whatever name called, issued by the Competent Authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the Competent Authority under the local laws;
- q. **“Development Agreement”** shall have the meaning ascribed to it in Recital D;
- r. **“Encumbrances”** shall mean (i) encumbrance by way of any mortgage, pledge, charge (whether fixed or floating), security interest, lien, beneficial ownership held by a third party, conferring any priority of payment in respect of any obligation of any Person, prior assignment, hypothecation, right of other Persons, claim, title defect, commitment, restriction or limitation or other adverse claim of any nature whatsoever, including any attachments or prohibitory order by any Governmental Authority, in respect of such property or asset, including restriction on use, receipt of income or exercise of any other attribute of ownership including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) power of attorney, or any arrangement, interest, option, right of first offer, right of first refusal, right of pre-emption or transfer restriction in favour of any Person; (iii) any adverse claim as to title, possession or use;
- s. **“Force Majeure”** shall include:-
  - i. War, flood, drought, fire, cyclone, earthquake or any other calamity by nature affecting the regular development of the said Project and/ or
  - ii. Any event notified by any Government Authority as Force Majeure Event.
- t. **“Garage”** shall have the meaning ascribed to it in RERA;
- u. **“Government Authority”** shall mean any ministry, department, offices of both the Union Government of India as well as the Appropriate Government, any court, tribunal, quasi judicial body.
- v. **“Legal Fees and Charges”** shall mean the legal fees and charges detailed in Schedule C;
- w. **“Limited Common Area”** shall mean and include the sanctioned Car Parking, some part of the terraces and such other areas, if any, from and out of the Common Areas which are allotted to any specific Allottee(s) for its exclusive use and enjoyment and appertains to its Apartment(s) exclusively, which are to be maintained by the Allottee(s) of the said Apartment(s) at its cost and not as part of the Common Areas.
- x. **“Other Charges and Deposits”** shall mean the charges and deposits detailed in Schedule C;

- y. **“Outgoings and Charges”** means such additional charges, including Legal Fees and Charges, association formation charges, stamp duty and registration fees, deposits and Other Charges and Deposits listed out in Schedule C;
- z. **“Person”** shall mean any individual, entity, joint venture, company (including a limited liability company), corporation, body corporate, partnership (whether limited or unlimited), proprietorship, trust (including its trustee or beneficiaries), society, or other enterprise (whether incorporated or not), Hindu undivided family, union, association of Persons, government, state or agency of a state or any association government Authority and any other entity or organisation that may be treated as a Person under Applicable Law;
  - aa. **“Plan”** shall have the meaning ascribed to it in Recital H;
  - bb. **“Project”** means a mixed use project comprising residential apartments as well shops, office and other commercial units to be developed over the Project Area;
  - cc. **“Project Area”** shall have the meaning ascribed to it in Recital F.
  - dd. **“Promoter”** shall mean Oswal Residential Buildings LLP;
  - ee. **“Rules”** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021;
  - ff. **“Regulations”** shall mean the regulations made under the Real Estate (Regulation and Development) Act, 2016;
  - gg. **“Said Land”** shall have the meaning ascribed to it in Recital A;
  - hh. **“Scheduled Date of Completion”** shall mean the date of completion referred to in Clause 9.1;
  - ii. **“Section”** shall mean a section of the Act;
  - jj. **“Taxes”** shall mean and include all forms of direct and indirect taxation and statutory and governmental, state, central, provincial, local governmental or municipal charges, fees, duties, contributions and levies or other assessments, withholdings and deductions, including income, gross receipts, excise, severance, occupation, premium, windfall profits, environmental, customs, duties, capital stock, franchise, profits, withholding, property, goods and services, transfer, registration, alternative or add on minimum, estimated, or other tax of any kind or any charge of any kind in the nature of or similar to taxes whatsoever and whenever imposed and all related penalties, charges, costs and interest in India or elsewhere;
  - kk. **“Total Payable Amount”** shall have the meaning ascribed to it in Clause 3.16;
  - ll. **“Unit”** shall have the meaning ascribed to it Recital K.

## 2. Interpretation

In this Agreement, unless the context otherwise requires: -

- a. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b. references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- d. the words "include" and "including" are to be construed, without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- e. any reference to a day shall mean a reference to a calendar day;
- f. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- g. references to any date or period shall mean and include such date, period as may be extended pursuant to this Agreement;
- h. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a working day, then the period shall run until the end of the next working day;
- i. the words importing singular shall include plural and vice versa;
- j. references to any gender shall include the other and the neutral gender;
- k. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- l. any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only

if it is in writing under the hand of a duly authorised representative of such Party or, as the case may be, in this behalf and not otherwise;

- m. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- n. references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and
- o. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes of this Agreement, the General Clauses Act 1897 shall not apply.

**WHEREAS:**

- A. The Owner is well and sufficiently entitled, as an absolute owner, to the piece and parcel of land admeasuring an area of 270 cottahs lying and situated at 1 Rustomjee Parsee Road, P.S. Cossipore, Kolkata 700002, as detailed in Schedule A hereto ("**Said Land**").
- B. The Owner had originally approached **ANTRIX HOUSING LLP**, a limited liability partnership incorporated in accordance with the Limited Liability Partnership Act, 2008, having LLP Identification No. AAC-5004 and its registered office at 225C A.J.C. Bose Road, 4th Floor, Kolkata 700 020, P.S. Ballygunge, P.O. A.J.C. Bose Road, S.O., District-Kolkata and having Income Tax PAN No. ABFA4372Q ("**Old Developer**") for the purposes of developing the Said Land. Pursuant thereto, the Owner had entered into a registered development agreement dated August 16, 2014, being deed no. 10610 for the year 2014, recorded in Book No. I, CD Volume No. 51, in pages 4298 to 4342, and registered in the office of the Additional Registrar of Assurances – II for the development of the Said Land.
- C. A power of attorney for development of the Said Land dated August 16, 2014 was also accorded to the Old Developer and duly registered in Book No. I, CD Volume No. 51, in pages 4298 to 4342,



and registered in the office of the Additional Registrar of Assurances – II (“**First Power of Attorney**”).

- D. Subsequently, it was agreed that the Promoter, instead of the Old Developer shall develop the Said Land. Accordingly, an agreement dated August 28, 2019 was executed between the Promoter, Owner and the Old Developer being registered in ARA-I Kolkata on September 18, 2019 in Book Number 1, C.D. Volume Number 1901-2019, in pages 263923 to 263969 being number 190105480 for the year 2019 pursuant to which the development rights granted to the Old Developer and the First Power of Attorney was terminated and the Promoter was granted development rights over the Said Land (“**Development Agreement**”) for the purpose of developing the Project (*as defined herein after*).
- E. A Power of Attorney for exercising development rights over the Said Land was accorded to the Promoter by the Owner being registered in ARA-I Kolkata on September 18, 2019 in Book Number 1, C.D. Volume Number 1901-2019, in pages 263923 to 263969 being number 190105480 for the year 2019.
- F. As per the permission received from the competent port trust authority and mutation certificate obtained from the Kolkata Municipal Corporation, the Promoter shall develop 246 (two hundred and forty six) cottahs of land (“**Project Area**”) comprised in the Said Land.
- G. 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 Project Area on which the Project is to be constructed have been completed;
- H. The Promoter had applied for and obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and for the Building from the Kolkata Municipal Corporation. (“**Plan**”) **Sanction Plan No. 2022010124 dated 29.10.2022.**
- I. The Promoter agrees and undertakes that it shall not make any changes to these approved Plans except in compliance with Section 14 of the Act and or as required to comply with other Laws as

applicable.

- J. The Promoter shall registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata as and when the said Act is implemented in West Bengal.
- K. The Allottee had applied for an apartment in the Project vide application number **dated** and has been allotted apartment numbered having Carpet Area of square feet, type **BHK** ,on **FLOOR** floor within the block ("**Apartment**") along with Garage/Car Parking (*as defined hereinbefore*) admeasuring **135** square feet approx, as permissible under the Applicable Law and a pro rata share in the Common Areas (*as defined hereinbefore*)and also together with undivided, impartible, proportionate and variable share in the land underneath the Building, attributable and appurtenant to the Apartment ("**Land Share**") along with Exclusive Balcony/ Verandah/ Open Terrace Area or "EBVT Area", if any, having an area of square feet aggregating to Net Area of **0** square feet. *The Apartment, Car Parking along with EBVT Area if any are hereinafter collectively referred as "Unit" which has been more fully described in Schedule B.*
- L. The Promoter has provided all such documents relating to the Project as requested by the Allottee including but not limited to, documents relating to the title of the Said Land and the Plans, designs and specifications relating to the Project prepared by the Architects and all such documents required to be disclosed to the Allottee under the Act.
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood their mutual rights and obligations detailed herein.
- N. 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;
- O. The Allottee has done a due diligence and has independently satisfied himself of the title of the Owner to the Said Land and of all the right, title and interest of the Developer in the Project and is entering into this Agreement after satisfying himself of the title of the Developer and of the Owner. The Allottee has also satisfied itself of the location, shape, dimension of the Apartmentand the

Carpet Area (as defined hereinbefore) of the Apartment and the EBVT Area, the specifications of construction of the Apartment and the timelines for payment of the Total Price, other charges and deposits, as mentioned herein and is entering into the Agreement after being satisfied with the same.

- P. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter;
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit as specified in Para.

**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 :-

### 3. Terms

- 3.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Unit as specified in Recital K.
- 3.2 The Total Price of the Apartment is as stated in Schedule C.

#### **Explanation:**

- i. The Total Price includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment/Unit;
- ii. In addition to the Total Price, the Allottee/s shall also bear and pay the Taxes (consisting of tax paid or payable by way of GST, service tax, value added tax and all levies, duties and cesses or any other indirect Taxes which may be levied, in connection with the construction of and carrying

out the Project and/or with respect to the said Unit and/or this Agreement). It is clarified that all such Taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, service tax, value added tax and all other indirect and direct Taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Unit, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof;

- iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter and within thirty days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee, the details of the Taxes paid or demanded along with the acts/rules/notifications together with dates from which such Taxes/levies etc. have been imposed or become effective;
  - iv. The Total Price of the Apartment/Unit includes recovery of price of land, cost of construction of not only the Apartment/Unit but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Unit and the Project but excludes Taxes, Outgoings and Charges and CAM Charges/Advance CAM Charges.
- 3.3 The Total Price is escalation-free, save and except the Taxes, Outgoings and Charges, applicable stamp duties and registration fees for execution and registration of this Agreement, sale deed and other deeds and documents and other applicable duties and charges stated herein, increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on

subsequent payments.

3.4 The Allottee shall make the payment as per the payment plan set out in Schedule C (“**Payment Plan**”).

3.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Promoter at its sole discretion) and the nature of fixtures, fittings and amenities described herein at “Schedule D” and “Schedule E” in respect of the Apartment, Unit or Building, as the case maybe, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor modifications to the Common Areas and amenities as may be required by the Promoter or its Architect and such other minor changes or alterations as allowed under the provisions of the Act.

3.6 In the event the land adjoining the Said Land is owned/developed by the Promoter (or the Promoter’s wholly owned subsidiary, group company or associate company), whether during or after construction of the Project, the Promoter reserves the right to develop the same, either by amalgamating the same with the Said Land and/or sub-dividing and/or amalgamating the said Said Land and the adjoining land, 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. Further in such an event all the Common Areas, facilities and amenities and the road pertaining to the Project shall also be shared in common with the allottees of the construction over such adjoining/additional land parcel and the Allottee shall not raise any objection to the same and Project wherever used in the Agreement shall also be deemed to include construction on such additional/adjoining land parcels. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Project and any common rights of ways with the authority to grant such rights to the allottee(s) and/or users and owners of units in the building being constructed on the additional/adjoining land (present and future) at all times.

3.7 The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee after the

construction of the Building is complete and the Completion Certificate is granted by the Competent Authority, by furnishing details of changes, if any, in the Carpet Area. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. In the event the actual Carpet Area of the Apartment is less than the Carpet Area allotted to the Allottee, by more than 3%, then the Promoter shall be liable to refund the excess sum calculated at the rate per square feet provided in Schedule C on so much of the Carpet Area that is less than the initially allotted Carpet Area ("**Reduced Carpet Area**") within 45 days from the date on which the Total Price payable is recalculated by the Promoter with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee as per the records of the Promoter. However while computing the Reduced Carpet Area, any reduction to the extent of 3% of the Carpet Area shall be ignored i.e. Promoter shall be liable for refund only in respect of any reduction in Carpet Area which is in excess of 3% of the initially allotted Carpet Area. If there is any increase in the Carpet Area allotted to the Allottee (Ex, the Allottee shall be obligated to pay for such excess Carpet Area at the rate per square feet provided in Schedule C as per the next milestone of the Payment Plan as provided in Schedule C and if there is no milestone of the Payment Plan remaining, then within the timeline specified by the Promoter failing which, the Allottee shall be liable to pay interest at the same rate as is applicable to payments to be made by Promoter to the Allottee.

- 3.8 Subject to paragraph 11.3 and other provisions of the Agreement, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment/Unit as mentioned below:
- i. The Allottee shall have exclusive ownership of the Apartment/Unit;
  - ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the shared interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc, without causing any inconvenience or hindrance to them. Further the right of the Allottee to use the Common Area shall always be subject to the timely payment of CAM Charges and Outgoings and Charges. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees after duly obtaining the Completion Certificate from the Competent Authority as provided in the Act;
  - iii. That the computation of the price of the Apartment/Unit includes recovery of price of land,

construction of not only the Apartment/Unit but also the Common Areas, internal development charges, external development charges, Taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Unit and the Project as specified in the Agreement but excludes Taxes, Outgoings and Charges, and CAM Charges.

- 3.9 The Allottee has the right to visit the Project site to ascertain the extent of development of the Project and the progress in construction of his Apartment/Unit as the case may be, subject to seeking an appointment by providing a reasonable prior notice of at least 10 working days and complying with all safety measures while visiting the site. It is made clear by the Promoter and the Allottee agrees that the Apartment along with Car Parking, balcony/verandah/open terrace/exclusive open space for garden (if any) etc, as applicable, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Area and is not a part of any other Project or zone and shall not form a part of and/or be 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 or in the manner provided in Clause 3.6 above. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project. The exact location of the Car Parking shall be finalised at the time of delivery of possession of the Apartment.
- 3.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment/Unit to the Allottees, which it has collected from the Allottees for the payment of the outgoings (including land cost, ground rent, municipal or other local Taxes, charges for water or electricity, maintenance charges including mortgage loan and interest on mortgages or other Encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment/Unit to the Allottees, 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 by

such Authority or Person.

3.11 The Allottee has paid a sum of **Rs.** \_\_\_\_\_/- ( \_\_\_\_\_) **only (“the Execution Amount”)** as booking amount being part payment towards the Total Price of the Apartment/Unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/Unit as prescribed in the Payment Plan as described under Schedule C of this Agreement as may be demanded by the Promoter within the time and in the manner specified therein. The Allottee(s) shall on or before delivery of possession of the said Unit or as demanded by the Promoter, pay and keep deposited with the Promoter and the Other Charges and Deposits as specified in Schedule C.

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

3.12 The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect to 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.

3.13 The amounts mentioned under Other Charges and Deposits in Schedule C 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 CAM Charges as per the terms of this Agreement. The Allottee(s) shall be liable to pay both the Advance CAM Charge and the monthly expenses towards CAM charges in accordance with this Agreement, time being of the essence.

3.14 The Other Charges and Deposits mentioned in Schedule C have not been 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.



- 3.15 The Allottee(s) shall pay all charges and expenses with respect to formation and conveyance to the Association of Allottees (as the case may be), including but not limited to professional costs of the advocates of the Promoter, share money, legal charges, society formation charges etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance and sign all documents and papers required to be signed in connection with formation of the Association of Allottees at any time on or before the execution and registration of the Agreement for Sale.
- 3.16 The Allottee(s) agrees and understands that the Total Payable Amount for the Apartment/Unit shall be sum total of the Total Price of the Apartment, Outgoings and Charges, Advance CAM Charge, Legal Fees and Charges, , stamp duties and registration fees as applicable for this Agreement and the sale deed, applicable Taxes and duties and any other charges and deposits under this Agreement as may be payable to the concerned Authority ("**Total Payable Amount**").
- 3.17 The Allottee further understands and agrees that the CAM Charges for the first 18 (Eighteen) months from the CAM Commencement Date, which will be deducted and communicated to the Allottee by the Promoter on completion of the said Unit and commencement of provision of amenities, shall be paid in advance at the time of taking over possession by the Allottee to enable smooth and uninterrupted maintenance of the Common Areas. The Allottee agrees that the Promoter shall not be required to share any detailed break up of the manner of utilization of the Advance CAM Charge with the Allottee and the Allottee shall not raise any objection to the same in the future or demand a detailed break up of the same.
- 3.18 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 disburses all such amounts and installments as mentioned in Schedule C, due and payable to Promoter through an account payee cheque/demand draft drawn in favour of such account as mentioned below in Clause 4.

#### 4. Mode of Payment

- 4.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of **Oswal Residential Buildings LLP** payable at **Kotak Mahindra Bank**.

#### 5. Compliance of Laws Relating to Remittances

- 5.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and rules and regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other Laws as applicable, as amended from time to time.
- 5.2 The Promoter accepts no responsibility in regard to matters specified in Clause 5.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said

Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

## **6. Adjustment/Appropriation of the Payments**

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

## **7. Time is of Essence**

7.1 The Promoter shall abide by the time schedule for completing the Project and hand over the Apartment to the Allottee and the Common Areas to the Association of the Allottees after receiving the Completion Certificate. 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.

## **8. Construction of the Project/Apartment/Unit**

8.1 The Allottee has seen the proposed Plan, specifications, amenities and facilities of the Apartment/Unit and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities annexed along with this Agreement in Schedules herein 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 Authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Applicable Laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

8.2 Besides the additions and alterations permissible under the Act and/or the Rules framed thereunder, the Allottee hereby irrevocably and unconditionally consents that the Promoter shall be entitled to all future vertical and horizontal exploitation of the Buildings and/or the said Land by way of additional/further construction in the said Land including by raising of any additional floor/storey/construction over the roofs of the Buildings and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Promoter is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions and the same is and shall be deemed to be the previous written consent under the Act. The Allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any the above and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of the same. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Allottee results in any interruption, interference, hindrance, impediment or delay in the Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Project, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter. The Promoter shall, if required, obtain necessary permission/sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably and unconditionally consented and/or hereby irrevocably and unconditionally consents to the same.

8.3 The right of the Allottees on the Land Share shall be variable depending on further/ additional vertical and/or horizontal or other constructions, if any, made by the Promoter from time to time

and the Allottees hereby irrevocably consents to the same. Any such variation shall not affect the Total Price and no claim can be raised regarding the same by the Allottees/Association of Allottees and the Allottees shall not be entitled to and covenants not to demand any refund out of the Total Price paid by the Allottees on the ground of or by reason of variation of the Land Share.

## **9. Possession of the Apartment/Unit**

### **9.1 Schedule for possession of the said Apartment:**

The Promoter agrees and understands that timely delivery of possession of the Apartment/Unit to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter, assures to hand over possession of the Apartment/Unit along with ready and complete Common Areas with all specifications, of the Project in respect of which Completion Certificate has been issued by the Competent Authority in place on or before **August 2027** ("**Scheduled Date of Completion**"), subject to Force Majeure circumstances and reasons beyond the control of the Promoter. Where the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Unit for such period as may be required for completion of the Project.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

9.2 The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions or reasons beyond its control, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty days) prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

9.3 **Procedure for taking possession** : The Promoter, upon obtaining the Completion Certificate from the Competent Authority shall issue a letter of possession to the Allottee offering the possession of the Apartment/Unit ("**Possession Letter**") to the Allottee(s) upon making payments of the Total Payable Amount, execution and registration of the sale deed. The Allottee shall take possession of the Apartment in the manner stated herein within such date as mentioned in the Possession Letter. The Allottee(s) shall before taking over the possession of the said Unit, clear all outstanding dues as per the Payment Plan and pay the Total Payable Amount. The Allottee(s) shall participate in registration of the sale deed and 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). The actual possession may be taken over on such date as may be mutually agreed provided such date being not later than the last date for taking over possession specified in the Possession Letter ("**Possession Date**"). For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from the last date specified in the Possession Letter for taking possession, regardless of whether the Allottee(s) takes such possession or not, such date shall be referred to as "CAM Commencement Date".

9.4 The Allottee agrees and understands that all images/illustrations shown in the sales material including but not limited to brochures and promotional videos are indicative for representational purposes only. The actual Project on completion may vary from the representational images and the Promoter reserves the right to make additions, deletions, alterations or amendments in the Project as per the Act.

9.5 **Failure of Allottee to take possession of Apartment/Unit:**

In the event the Allottee(s) fails to participate towards registration of the sale deed in respect of the Apartment and take possession of the Unit within such date as mentioned in the Possession Letter, then the Unit shall lie at the risk and cost of the Allottee(s). The maintenance charges 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 as specified below from the date on which it was required to take possession as per the Possession Letter till the Allottee(s) takes

actual possession of the Unit. Under such circumstances it shall be deemed that the Allottee(s) has taken possession of the said Unit on the last date specified in the Possession Letter for taking possession (“**Deemed Possession Date**”) 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 60 (sixty) days from the date of issuance of the Completion Certificate, the Promoter shall at its sole discretion be entitled to cancel / terminate this Agreement. The Promoter shall return all amounts paid by the Allottee(s) after deducting the Booking Amount, the Holding Charges, any over due interest, maintenance charges and all charges and expenses payable under the Agreement within 45 (forty five) days from the date of termination of the allotment.

- 9.6 In case, the Allottee fails or neglects to take possession of the said Apartment/Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay Holding Charges @ Rs. \_\_\_\_\_ (Rupees Ten) per square feet of Carpet Area, per day, plus GST (if applicable), from the Deemed Date of Possession to the actual date when the physical possession is taken by the Allottee (“**Holding Charges**”).
- 9.7 **Possession by the Allottee:** After obtaining the occupancy certificate and handing over physical possession of the Apartment/Unit to the Allottees, the Promoter shall hand over the necessary documents and Plans, including Common Areas, to the Association of Allottees or the Competent Authority, in accordance with the timelines stipulated under Applicable Laws.
- 9.8 **Cancellation by the Allottee :** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act :-  
Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entirety of the Booking Amount paid for

the allotment. The Promoter shall refund the balance amount, if any of the Total Price of the Apartment after adjusting the Booking Amount and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect Taxes, stamp duty and registration charges within 45 (forty-five) days from the date of cancellation provided that the Allottee has executed a registered deed of cancellation in respect of the Unit within such period of 45 (forty five) days. For the avoidance of doubt it is clarified that the Promoter shall be required to pay the sums stated above only upon the Allottee having executed a registered deed of cancellation. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter. It is clarified that the statutory payments made by the Allottee/s will not be refunded. Further any Tax payable towards refund of sums in the manner provided herein shall be to the account of the Allottee.

Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment/Unit and the Promoter shall be entitled to deal with and/or dispose of the Apartment/Unit in the manner it deems fit and proper.

## 9.9 Compensation

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

9.9.2 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment/Unit (i) in accordance with the terms of this Agreement, duly completed by the Scheduled Completion Date; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand of the Allottees, in case the Allottee wishes to withdraw from the Project, to return the total amount received by the Promoter in respect of the Apartment/Unit (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), with simple interest at the rate prescribed in the Rules, including compensation in



the manner as provided under the Act, within 45 (forty-five) days of it becoming due. The Promoter shall refund with simple interest as per the Rules from the date of receipt of installment of amounts paid towards the Total Price only 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.

- 9.9.3 Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee simple interest at the rate prescribed in the Rules for every month of delay, (excluding the period of delay due to 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 ("**C.C. 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, VAT, GST, service tax, TDS, deposits, 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 CC 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 CC Date.
- 9.9.4 Notwithstanding any of the provisions herein, the Promoter shall not be liable for compensation for delay in granting possession of the Unit (a) on account of any Force Majeure events and/ or (b) due to non-compliance of the terms and conditions by the Allottee(s).
- 9.9.5 Additionally, the compensation for delay shall not be paid in the following events:-
- i. For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents;

- ii. 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;
- iii. For the period if the Allottee(s) commit/s any default and/ or breach of the terms and conditions contained herein;
- iv. 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
- v. 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.

## **10. Representations and Warranties of the Promoter**

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

- i. The Promoter has absolute, clear and marketable title with respect to the Project Area;
- ii. The Promoter has requisite rights to carry out development upon the Project Area and absolute, actual, physical and legal possession of the Project Area for the Project;
- iii. The Promoter has lawful rights and requisite approvals from the Competent Authority to carry out the development of the Project;
- iv. There are no Encumbrances on the Project Area or the Project except as expressly disclosed in the Form A Declaration uploaded in the website of the Competent Authority:  
However, for obtaining financial assistance and/or loans from banks, financial institutions, non banking financial companies and other lenders, the Promoter shall be at liberty to create further Encumbrances in respect of the Said Land or any part thereof, and the Allottee hereby consents to the same provided however that at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Apartment/Unit released from any such Encumbrances, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, shall be acquiring title to the said Apartment/Unit free of all such mortgages and charges created by the Promoter.
- v. There are no litigations pending before any court of law or Authority with respect to the Project

Area, Project or the Apartment/Unit;

- vi. All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Area and Apartment/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Project Area, Building and Apartment/Unit and Common Areas;
- vii. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created therein, may prejudicially be affected;
- viii. The Promoter has not entered into any agreement for sale and/or Development Agreement or any other agreement/arrangement with any Person or party with respect to the Project Area including the Project and the said Apartment/Unit which will in any manner affect the rights of the Allottee under this Agreement;
- ix. The Promoter confirms that the Promoter has the right, power and authority to sell the said Apartment/Unit to the Allottee in the manner contemplated in this Agreement;
- x. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Unit to the Allottee and the Common Areas to the Association of the Allottees or the Competent Authority, as the case may be;
- xi. The Project Area is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Area;
- xii. No notice from the Government or any other local body or Authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Area) has been received by or served upon the Promoter in respect of the Project Area and/or the Project.
- xiii. That the property is not waqf property.

## **11. Events of Defaults and Consequences**

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

- i. Promoter fails to provide ready to move in possession of the Apartment/Unit to the Allottee

within the time period specified in para 9.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, '*ready to move in possession*' shall mean that the Apartment (shall be in a habitable condition which is complete in all).

- 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.

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

- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payment, 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 (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), towards the purchase of the Apartment, along with simple interest at the rate prescribed in the Rules within forty five days of receiving the termination notice in the manner provided in Clause 9.9.2;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, compensation in the manner provided in Clause 9.9.3.

11.3 In addition to events of defaults stated elsewhere in the Agreement, the Allottee shall be considered under a condition of Default, on the occurrence of the following events:-

- i. In case the Allottee fails to make payment to the Promoter as per the terms of the Agreement including the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- ii. In case of default by the Allottee of the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the Allottee and forfeit the entirety of the Booking Amount paid for the allotment. Upon registration of the deed of cancellation in respect of the said Apartment and upon resale of the Apartment i.e. upon the Promoter subsequently selling and transferring the said Apartment to another Allottee and receipt of the sale price thereon, the Promoter shall after adjusting the Booking Amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect Taxes, stamp duty and registration charges. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter. It is clarified that the statutory payments made by the Allottee(s) will not be refunded. Further any tax payable towards refund of sums in the manner provided herein shall be to the account of the Allottee. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and Unit and the Promoter shall be entitled to deal with and/or dispose off the said Apartment and Unit in the manner it deems fit and proper.

## **12. Conveyance of the Said Unit/Apartment**

- 12.1 The Promoter on receipt of the Total Payable Amount from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed drafted by the Promoter's legal advisors and convey the title of the Apartment/Unit to the Allottee within 3 (three) months from the date of issuance of the Completion Certificate. However, in case the Allottee fails to deposit the stamp duty, and/or registration charges, Legal Fees and Charges and other Outgoings and Charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp

duty registration charges, Legal Fees and Charges and other Outgoings and Charges and the Allottee shall be bound by its obligations under this Agreement.

### **13. Maintenance of the said Unit/Apartment/Project**

13.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the Completion Certificate of the Project. The CAM Charges will be paid/borne by the Allottee to the Promoter from the CAM Commencement Date till handover of maintenance of the Project to the Association of Allottees and thereafter to the Association of Allottees. Maintenance expenses or CAM Charges wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the Project including those mentioned in Schedule C below under the heading Common Area Maintenance Charges.

### **14. Defect Liability**

14.1 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 such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the Possession Date or Deemed Possession Date or date of issuance of Completion Certificate, whichever 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.

14.2 It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect, assess and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its

obligations contained in Clause 14.1 above and the Allottee shall not be entitled to any cost or compensation in respect thereof.

- 14.3 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other Allottees in the Project or acts of third party(ies) or on account of any Force Majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other Allottee/Person in the Project. The Allottee is/are aware that the Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause 14 and the Allottee and/or the Association of Allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

## **15. Right to Enter the Unit/Apartment for Repairs**

- 15.1 After the possession, the Allottee(s) shall permit and shall be deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the maintenance agency 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. In case the Allottee(s) has/have failed to effect repairs despite dispatch of notice of one week and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee(s). 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 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 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.

## **16. Usage**

**16.1 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, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned Plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services. Common infrastructure like plumbing pipelines, columns, sewerage treatment plant, reservoir etc. can be in and around the parking area and the Promoter/maintenance agency shall have the right to enter and access the same for undertaking regular maintenance activities.

## **17. Compliance With Respect To The Apartment:**

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

**17.2** The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the façade



of the Building or anywhere on the exterior of the Project, Buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls, inside walls of balcony/ verandah or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, only grills approved by the Promoter can be installed over and above the balcony railing and the Allottee shall not install any grills outside any window. Furthermore, the Allottee shall not store any hazardous or combustible goods in the Apartment/Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment/Unit.

- 17.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by the Promoter/Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **18. Compliance of Laws, Notifications etc. by Parties**

- 18.1 The Parties are entering into this Agreement for the allotment of an Apartment/Unit with the full knowledge of all Laws, rules, regulations, notifications applicable to the Project.

#### **19. Additional Constructions**

- 19.1 The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Said Land/Project after the Building plan layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority (ies) and disclosed, except for as provided in the Act save and except to the extent specifically mentioned in this Agreement or permitted by any Law for the time being in force.

#### **20. Promoter Shall Not Mortgage or Create a Charge**

- 20.1 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/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 Apartment/Unit.

20.2 However, for obtaining financial assistance and/or loans from banks, financial institutions, non banking financial companies and other lenders, the Promoter shall be at liberty to create further Encumbrances in respect of the Project Area or any part thereof, and the Allottee hereby consents to the same provided however that at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Apartment/Unit released from any such Encumbrances, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, shall be acquiring title to the said Apartment/Unit free of all such mortgages and charges created by the Promoter.

## **21. Apartment Ownership Act**

21.1 The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter has complied/shall comply with various Laws/regulations applicable in the West Bengal Apartment Ownership Act, 1972.

## **22. Binding Affect**

22.1 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 Plan or as stipulated by the Promoter within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registrar/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 concerned registrar/ 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, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the Booking Amount, shall be returned to the Allottee without any interest or

compensation whatsoever.

### **23. Entire Agreement**

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

### **24. Right to Amend**

24.1 Subject to Clause 36 this Agreement may only be amended through written consent of the Parties.

### **25. Provisions of this Agreement Applicable on Allottee/ Subsequent Allottees**

25.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment/Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment/Unit, in case of a transfer, as the said obligations go along with the Apartment/Unit for all intents and purposes.

25.2 Till the execution of the deed of conveyance, the Allottee/s shall be entitled to assign his right in respect of the Apartment to any individual and/or entity/ies subject to obtaining the prior consent of the Promoter and on payment of an assignment fee which shall be 3% of the Total Price of the Apartment. It is also made clear that the Allottee/s will not be able to assign his rights in portions i.e., the Allottee/s will have to either assign all his rights in respect of the Apartment under this Agreement or otherwise shall not be able to assign his rights at all. In addition to above, the Promoter's consent (if granted) to assignment of the Apartment to individual and/or entity(ies) shall be inter alia subject to the Allottee/s:

- i. settling the amounts outstanding before the date of such consent;
- ii. executing and causing the assignee(s) to execute necessary agreements, including tripartite agreements, deeds and documentation with the Promoter in the format as provided by the Promoter to ensure the transfer and assignment of all the rights and obligations of the

- Allottee/s under this Agreement to and in favour of his assignee;
- iii. the Allottee providing the Promoter a copy of the no-objection certificate from the bank with whom the Apartment has been mortgaged by the Allottee; and
  - iv. Such assignee shall pursuant to the assignment by the Allottee/s in terms hereof, be deemed to be the "Allottee" in relation to the Apartment and all provisions set out herein shall be applicable to such assignee.
  - v. Any additional income tax liability arising due to nomination by the Allottee(s), because of higher market valuation as per the registration authorities on the date of nomination, shall be compensated by the Allottee to the extent of any additional income tax liability calculated at the highest applicable rate and such payment shall be a condition precedent to the grant of consent by the Promoter.

25.3 It is also clarified that inclusion of an additional allottee shall also constitute a transfer unless the allottee so added is a mother, father or spouse or child of the original Allottee.

In the event of the Allottee/s or either of the Allottee's (in case of joint Allottees) demise prior to execution of the sale deed, the right to have the allotted Apartment shall devolve upon the nominee(s), if any, nominated by the deceased Allottee, subject to the condition that the deceased Allottee/s has executed and submitted to the Promoter a nomination form in the format prescribed by the Promoter. The rights of the nominee mentioned above will be subject to any order by a court of law or declaration of legal heir(s) of the deceased Allottee/s and the nominee shall be deemed to be holding the Apartment or the refund, as the case may be, in trust for such legal heir(s) declared by the order of the court. In the event that there is no nomination and the Allottee/s or either of the Allottee/s (in case of joint Allottee/s) expires prior to execution of the sale deed, then the legal heir(s) of the deceased Allottee/s will be required to produce appropriate documents tenable in the eye of Law to prove his heir-ship. It is clarified that the Promoter may rely upon and shall not be held liable for acting or refraining from acting upon any document furnished to it (including court order/judgment) without having to verify the authenticity or the correctness of any fact stated in the document or the propriety or validity of the service of such document. The Promoter may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any Person purporting to execute any document has been duly authorized to do so. Such nominee(s)/legal heir(s) shall, pursuant to the demise of the Allottee/s

or either of the Allottee/s (in case of joint Allottee/s), be deemed to be the "Allottee/s or "co-Allottee", as the case may be, in relation to the allotted Apartment and all provisions set out herein shall be applicable to such nominee(s)/legal heir(s).

## **26. Waiver not a limitation to enforce**

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

26.2 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.

## **27. Severability**

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

## **28. Method of Calculation of Proportionate Share Wherever Referred to in the Agreement**

28.1 Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Carpet Area of the

Apartment/Unit bears to the total Carpet Area of all the Apartments/Unit in the Project.

## **29. Further Assurances**

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

29.2 The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the Plans, all the title deeds and documents, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the restrictions/negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.

29.3 The Allottee, upon full satisfaction and with complete knowledge of the Common Areas, specifications, facilities and amenities (described in Schedule D and Schedule E below) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Building, save and except the Apartment.

## **30. Place of Execution**

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

### 31. Notices

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

#### PROMOTER:

Name : **OSWAL RESIDENTIAL BUILDINGS LLP**  
Address : **Infinity IT Lagoon, 6th floor, Room No. 607, Block - EP &GP,  
Sector- V, Salt Lake City. Pin - 700091**

#### ALLOTTEES:

Name :  
Address :

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

### 32. Joint Allottees

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

### 33. Savings

33.1 Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Apartment/Unit, as the case may be, prior to the execution and registration of this Agreement for such Apartment/Unit, as the case may be, shall not be construed to limit the rights and interests of the Allottee under this Agreement or under the Act or the Rules or the Regulations made thereunder.

#### **34. Governing Law**

34.1 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 for the time being in force.

#### **35. Dispute Resolution**

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

36. This Agreement has been prepared in accordance with the provisions of the Act and the Rules. In the event of any inconsistency between the Agreement and the Act or the Rules framed thereunder, the provisions of the Act and the Rules shall prevail to the extent of any inconsistency and the Promoter shall be entitled to replace/amend the conflicting clause with such clause as may be required to avoid the inconsistency.

#### **Schedule-A** **(Description of the Said Land)**

**ALL THAT** piece and parcel of bastu land admeasuring an area of approximately **270 (two**



**hundred and seventy) cottahs**, together with single storied dwelling houses and other residential structures all having brick walls and tiles shed having a built up area of 155520 (one lac fifty five thousand five hundred and twenty) square feet erected and scattered on the portions of the land, lying and situate at Municipal Premises No. 1, Rustamjee Parsee Road, Assessee No. 110062900015, Kolkata – 700 002, under Police Station Cossipore, under Ward No. 6, within the jurisdiction of Kolkata Municipal Corporation in the District of North 24 Parganas and butted and bounded :-

**ON NORTH** : Partly by Rustamjee Parsee Road and Partly by Premises No. 2  
Rustamjee Parsee Road

**ON SOUTH** : By Laxmi Jute Press (Premises No. 32, Cossipore Road)

**ON WEST** : By River Hooghly

**ON EAST** : By Municipal Premises No. ½ Rustamjee Parsee Road

**Schedule B**  
**(Description of the Unit/Apartment)**

**ALL THAT** piece and parcel of one self-contained flat being **Flat No.** on the **FLOOR** within the block consisting of BHK numbers of bed room, One drawing cum dining, One Kitchen, Two Balcony, One Attached Toilet, One Common Toilet, including proportionate share of stair case, and landing having total **Carpet area sq.ft.** and **Balcony area sq.ft.** and **super built up area (referred as CAM area) sq. ft.** be the same a little more or less and as specifically shown in the annex floor Plan with bordered red which may vary **upto 3%** together with undivided proportionate impartible share and interest in the land.

**PART – II**

**ALL THAT** right to use space for **Car Parking** in the **Parking Area** measuring **135 sq.ft.** approx. for parking of one Car only;

**Schedule C**  
**(Payment Plan)**

The Total Price of the Apartment is **Rs. 0.00 ( )** (“**Total Price**”). The breakup and description of

the Total Price is as follows :-

<b>Total Price of Apartment</b>	
<b>Apartment No. :</b>	<b>Type : BHK</b>
<b>Block :</b>	<b>Floor : FLOOR</b>
Cost of Apartment	<b>Rs. .00</b>
<b>Other Charges</b>	
Extra Development Charges (EDC)	<b>Rs: .00</b>
<b>Deposits</b>	
Municipal Tax Deposit	<b>Rs: .00</b>
CAM sinking fund deposit	<b>Rs: .00</b>
<b>Total Outgoings and Charges</b>	<b>Rs: .00</b>
<b>Common Area Maintenance Charges</b>	
Total Common Area Maintenance Charges :	<b>Rs: .00</b>
Rs. 3 [Rupees Three] /sq/ft/month	
<b>Taxes</b>	
Applicable Tax Total:	<b>Rs: .00</b>
<b>Legal Fees and Charges</b>	
Legal Fees	Rs. 20000 payable for registration of this Agreement as per the timelines specified by the Developer and in any event before registration of the Agreement.
	Rs. 20000 payable for registration of the conveyance as per the timelines specified by the Developer and in any event before registration of the deed of conveyance.

**PAYMENT SCHEDULE**

Sl. No	Payment Event	Apartment	EDC
1.	Expression of Interest cum Sale Agreement	10%	
2.	On commencement of Piling	10%	
3.	On completion of Ground Floor Slab Casting of the Booked Unit	10%	
4.	On completion of 2nd Floor Roof Casting of the Booked Unit	10%	
5.	On completion of 4th Floor Roof Casting of the Booked Unit	5%	
6.	On completion of 6th Floor Roof Casting of the Booked Unit	5%	
7.	On completion of 8th Floor Roof Casting of the Booked Unit	5%	
8.	On completion of 10th Floor Roof Casting of the Booked Unit	5%	
9.	On completion of Top Floor Roof Casting of the Booked Unit	5%	
10.	On completion of Flooring of the booked Unit	15%	50%
11.	On completion of the Booked Unit	10%	50%
12.	On Possession of the booked Unit	10%	

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

**WITNESSES:**

1.

**OSWAL RESIDENTIAL BUILDINGS LLP**

**Authorized Signatory**

\_\_\_\_\_  
**SIGNATURE OF THE PROMOTER**

2.

**WITNESSES:**

1.

**MR. ARINDAM CHOWDHUR**  
(Authorized Signatory Of Oswal Residential Buildings LLP)  
As Constituted attorney of Abas Nibas Private Limited

\_\_\_\_\_  
**SIGNATURE OF THE LAND OWNER**

2.

**WITNESSES:**

1.

\_\_\_\_\_  
**SIGNATURE OF THE ALLOTTEE(S)**

2.

Drafted by: -

**MR. ARUN KUMAR BHAUMIK (ADVOCATE),**  
Calcutta High Court, Reg. No. WB-905/1983,  
63/21, Dum Dum Road, Surer Math,  
P.O. – Motijheel, P.S. – Dum Dum,  
Kolkata – 74, Dial – 9830038790,  
e-mail ID - arun\_bhoumik@yahoo.com

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named **Purchasers** the sum of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ )) as detailed herein below for proposed sale of the said Flat with facilities to enjoy **Parking** at “**ORCHARD AMRITAYA**”.

Pay Date	Mode	Instrument No	Instrument Date	Bank	Branch	Amount
<b>TOTAL</b>						

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

SIGNED, SEALED AND DELIVERED  
BY THE PARTIES AT KOLKATA  
IN THE PRESENCE OF:

1)

2)

**OSWAL RESIDENTIAL BUILDINGS LLP**

**Authorized Signatory**

\_\_\_\_\_  
**SIGNATURE OF THE PROMOTER**

**Schedule D**  
**(Specifications, Amenities, Facilities which are part of the Apartment)**

**1. Foundation:**

- i. Earthquake resistant RCC structure

**2. Internal walls:**

- i. RCC walls with putty finish

**3. Exterior walls:**

- i. Exterior walls with texture / high quality paint

**4. Flooring -**

- i. Digital Vitrified tiles in master bedroom
- ii. Digital Vitrified tiles in all floor area of the flats
- iii. Marble/granite/designer tiles in staircase, lobby and common areas.
- iv. Wooden finish tiles in Balcony

**5. Toilet-**

- i. Anti-skid ceramic/vitrified tiles on floor
- ii. Designer ceramic tiles upto (door height) 7 ft height on walls
- iii. Sanitary ware of Hindware/Parryware or equivalent
- iv. CP fittings of Jaquar/EssEss or equivalent
- v. Electrical points for geyser and exhaust fan

**6. Doors:**

- i. Wooden frame with flush doors. (raw finish)
- ii. Main Doors with night latch and handles with eyepiece

**7. Windows:**

- i. Anodized/powder coated aluminium windows

**8. Kitchen:**

- i. Granite kitchen platform with stainless steel sink.
- ii. Vitrified tiles in all floor area of the flats.
- iii. Ceramic glazed tiles upto 2 ft height above platform.
- iv. Electrical points for water filter, exhaust fan, micro wave

## 9. Electricals

- i. AC points in living/dining and all rooms for split air-conditioners only
- ii. Geyser point in all bathrooms.
- iii. Cable/DTH, telephone, intercom connection in living/dining
- iv. adequate 16 amp and 6 AMP points.
- v. Fire resistant copper wires with MCB (Havells/Mescab or equivalent) and modular switches (Havells/Schneider or equivalent)

## 10. Elevators

- i. 2 (Two) automatic elevators (Otis/Kone/Schindler/Mitsubishi)

## 11. Social Infrastructure & Amenities

- i. Water Supply-
  - a. 24 hours water supply from deep tube wells

### Schedule E

#### (Amenities and Facilities which are part of the Project)

## 1. Facilities

- i. Adequate greeneries all around the complex.
- ii. Swimming pool
- iii. AC community hall
- iv. Gymnasium
- v. Indoor games room
- vi. Multipurpose Lawn
- vii. Amphitheatre
- viii. Kids play area
- ix. Yoga lawn
- x. Private theatre

Badminton court

## 2. Power & Fire Safety

- a. 24 hours power back up
- i. 100% power back up for all common areas,
- ii. 2bhk-500w, 3bhk-750w
- b. State of art fire fighting equipment

### **3. Security**

- i. 24 hours security
- ii. Closed circuit tv cameras for ground floor, first floor and roof top
- iii. Intercom connectivity within the whole complex.

#### **Schedule F** **(Common Areas)**

1. The foundation column, beams, supports corridors, lobbies, stairs, roof, terrace, stairways, entrance and exists.
2. Pump and motor with installation.
3. Common passage and common areas inside or outside the building.
4. The common basements and common storage spaces
5. Overhead tanks and water pipes and other common plumbing installations.
6. Electrical fittings, meters and fittings and fixtures for lighting the staircase and other Common Areas (excluding those that are installed inside any particular apartment)
7. Drains and sewers from the four buildings to the municipality duct.
8. Water and sewerage evacuation pipes from the flat to drain sewers common to the four buildings.
9. Doors and windows on the staircase.
10. Boundary walls including outside plastering of the walls of the said four buildings and main gates.
11. Such other parts, areas, equipments, installations, fixtures, fittings, covered and open spaces in or about the said four buildings as are easements of necessity for the four buildings.

#### **Schedule G** **(Obligations and Covenants of the Allottee)**

1. In addition to the obligations provided elsewhere in the Agreement, the Allottee(s) covenants to comply with the provisions contained herein. The Allottee covenants the following :-



- (a) to make timely payments of all amounts under this Agreement as per Payment Plan mentioned in Schedule C;
- (b) to pay registration charges, municipal taxes, water and electricity charges, land revenue and other charges as per Applicable Laws;
- (c) sign and deliver to the Promoter all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit from the electricity supply agency in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Unit and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Unit;
- (d) to provide other Allottees the right to easements and/or quasi-easements;
- (e) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Project not forming part of the Unit/Apartment or forming part of Common Areas or Limited Common Areas;
- (f) not use the Common Area immediately outside the Apartment for any purpose whatsoever;
- (g) not to question at any time the computation of the built-up area of the said Apartment/ Unit and not to raise any claim or demand in respect of the same under any circumstances whatsoever;
- (h) The Allottee shall have no connection whatsoever with other Allottees in the Project and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Allottees in the Project (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of all obligations and covenants under this Schedule irrespective of non-compliance by any other Allottee in the Project;
- (i) The Allottee may deal with or dispose of or alienate or transfer the said Apartment/ Unit post conveyance and handover of the physical possession of the said Apartment/Unit to the Allottee, subject to the following conditions :-
  - i. The said Apartment/ Unit shall be one lot and shall be impartible and indivisible and the same shall not and cannot be partitioned or dismembered in parts. In case of sale of the said Apartment/Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
  - ii. The transfer of the said Apartment/Unit by the Allottee shall not be in any manner inconsistent with this Deed of Conveyance executed between the Allottee and the

Promoter and the covenants contained therein. The person(s) to whom the Allottee may transfer/alienate the said Apartment/Unit shall be made bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Allottee by law and/or by virtue of this Deed of Conveyance.

- iii. All the dues including outstanding amounts, interest, electricity charges, municipal and other taxes including CAM Charges relating to the said Unit/Apartment payable to the Promoter/Maintenance Agency/Association of the Allottees and/or to any Government Authority are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer.
- (j) The Allottee shall not claim any partition of the land comprised in the Project.
- (k) Notwithstanding anything contained elsewhere herein, the Allottee hereby consents and confirm not to raise any objection regarding the employees such as watchmen, security staff, caretaker, liftmen, sweepers etc. appointed by the Promoter/Maintenance Agency for maintenance of the Building, Common Area being employed and/or absorbed in the employment of the Association of Allottees with continuity of service on the same terms and conditions of employment subsisting with the Promoter/Maintenance Agency.
- (l) The Promoter/ Maintenance Agency/Association of Allottees shall be entitled to revise and increase the CAM Charges from time to time and the Allottee shall not be entitled to object thereto.
- (m) The CAM Charges shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate CAM Charge.
- (n) in case of a delay in payment, to pay interest at the prescribed rate towards any of the amounts due or charges payable under this Agreement;
- (o) to participate towards formation of Association;
- (p) to take over physical possession of the Apartment after full payment of all amounts payable by the Allottee/s under this Agreement and completion of registration of the sale deed within the stipulated timeframe and in the manner mentioned in this Agreement;
- (q) to participate towards registration of this Agreement in respect of the Apartment, as and when the same may be required under the Applicable Laws, by handing over the executed copy of the

- Agreement to the Promoter for such purposes within the stipulated timeframe and in the manner as may be notified by the Promoter;
- (r) to participate towards registration of the sale deed in respect of the Apartment within the stipulated timeframe and in the manner mentioned in this Agreement;
  - (s) not default in payment of any taxes, charges, expenses, insurance or levies to be proportionately shared by the other owners/lawful occupants;
  - (t) not enter into any parallel arrangements for maintenance of the Project;
  - (u) not object to the use of Common Areas of the Project by the owners/lawful occupants of other Apartments in Project and for use by the occupants of other phases in the event of development of other phases;
  - (v) not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants of the Project;
  - (w) not at any time alter split airconditioner position or outdoor units position provided inside the Apartment by the Promoter.
  - (x) in the event airconditioning pipes go through rooms, halls, kitchen, toilets the charges/costs for installing such pipes shall be separately paid by the Allottee.
  - (y) not keep any cattle/live stock in the Apartment or in the Project and Allottee/s shall keep all the pets confined within the Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/lawful occupants of the Project;
  - (z) maintain at his own cost, the Apartment and the Unit earmarked to them, in a good condition, state and order and shall abide by all the laws and regulations of the Government, or/and any other duly constituted Authority from time to time in force, and be responsible for all notices or violations of any of the terms and conditions in this Agreement and/or bye-laws of the Association of Allottees;
  - (aa) keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Land in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Buildings;
  - (bb) not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;

- (cc) maintain and/or remain responsible for the structural stability of the Unit and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. \_\_\_\_\_/- per square feet of the super built up area of the said Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- (dd) where the Allottee has taken any loan, it shall ensure that it shall make payment of interest and principal amounts as per the terms of the loan agreement entered into with the lender and shall keep the Promoter indemnified against any default or non-payment by the Allottee. Any default by the Allottee under the financing/loan/tripartite agreement shall constitute a default under this Agreement;
- (ee) to pay to the Promoter or its nominated maintenance company/agency or Association of Allottees as the case may be, CAM Charges;
- (ff) After handing over possession and execution and registration of conveyances of all the Apartments in the Buildings, the Promoter shall initiate steps for formation of the Association of Allottees. Any association, syndicate, committee, body or society formed by any of the Apartment owners without the participation of the Promoter shall not be entitled to be recognized by the Promoter and shall not have any right to represent the Apartment owners or to raise any issue relating to the Buildings or the Premises and/or take over maintenance thereof. The maintenance of the Buildings shall be made over to the Association of Allottees and upon such making over the Association shall be responsible for the maintenance of the Buildings and the said Land.
- (gg) to sign all applications, papers, documents, agreements and other relevant papers and handover such documents to the Promoter , as required, in pursuance of the allotment and to do all acts, deeds and things as the Promoter may require for the purpose of forming an Association of Allottees;
- (hh) not make any structural changes, changes in the internal design or changes on the external facade of the Apartment/Towers even after the execution of the deed of sale. More specifically, the Allottee/s shall not:
  - i. dismantle any external wall or internal walls,
  - ii. change the elevation,

- iii. change the position of internal walls,
  - iv. change the position of electrical switches and location of fittings which are fixed and not subject to any alteration,
  - v. change the position of sanitary and kitchen fittings and fixtures which are fixed and not subject to any alteration, and
  - vi. use the external walkways and terraces for storage;
- (ii) not open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any portion thereof and not to change the design of balcony railings, window grills, not make any additions/alterations with respect to or concerning the electrical and water supply networks provided by the Promoter in concealed and exposed manner within the Apartment;
  - (jj) not use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
  - (kk) not separately claim right over any Common Area;
  - (ll) not raise or put up any kutcha or pucca constructions, grills, walls or enclosure of any kind around the Car Parking or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
  - (mm) not cover or make inaccessible the electrical, plumbing and other ducts inside the Apartment and allow the Promoter and/or the maintenance agency access to the same at all times upon reasonable notice. The requirement of notice shall however not be applicable in case of emergency or urgent repairs.
  - (nn) not claim any right of pre-emption or otherwise regarding any of the other Units/Apartments or any portion of the Buildings/Units/Apartments/Common Areas;
  - (oo) not divide, sub-divide or demolish any structure of the Apartment or any portion thereof or cause to make any new construction in the Apartment. Further Allottee/s shall not use the Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purpose. Further the Allottee/s shall at all times co-operate with the owners/lawful occupants of the Project;
  - (pp) not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building or whereby any increased premium shall become payable in

- respect of the insurance;
- (qq) draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners;
  - (rr) to dispose of garbage only at the points specified and/or indicated by the Promoter;
  - (ss) after taking the possession, may make non-structural changes/aesthetical changes to the Apartment, subject to the prior approval and consent of the Promoter. However, it is hereby clarified that the Allottee/s shall not make any additions or alterations in the Apartment that may cause blockage or interruption in the smooth flow of common utilities and installations meant normally for common use and/or cause damage or encroachment on the structures of the Building or on the Project;
  - (tt) to pay the Promoter, the proportionate share of all necessary sums expended by the Promoter for meeting all legal costs, charges and expenses, including professional and legal costs incurred by the Promoter in connection with formation of the Association of Allottees and for preparing its rules, regulations and bye-laws;
  - (uu) not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
  - (vv) not carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the Car Parking, if any or the Common Areas.
  - (ww) not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment and the Car Parking, if any.
  - (xx) not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the said Apartment/Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.
  - (yy) not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
  - (zz) not install or keep or run any generator in the said Apartment and the Car Parking, if any.
  - (aaa) not install or operate any machinery or equipment except home appliances.
  - (bbb) not misuse or permit to be misused the water supply to the said Apartment.

- (ccc) not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
- (ddd) not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (eee) not object to any fire safe equipment including fire sprinklers and air conditioning equipment being installed inside the said Apartment and/or the Common Areas, as per statutory requirements. The Allottee further understands and agrees that as per the present statutory requirements/fire norms and Applicable Laws, the fire extinguisher pipe line/fire sprinklers might be installed inside the walls or ceiling of the Apartment as per the extant statutory requirements/fire norms and Applicable Laws and the Allottee shall not demur or raise any objection against such installation at any point of time. Furthermore, the Allottee agrees and understands that the Promoter shall not be liable to aesthetically conceal any such fire extinguisher pipes/ fire sprinklers installed inside the walls or ceiling of the Apartment and any work for concealment of such fire extinguisher pipe line/fire sprinklers inside the Apartment if so desired by the Allottee shall be done by the Promoter to the extent permitted under statutory requirements/fire norms and Applicable Laws at the sole expense of the Allottee.
- (fff) The Promoter shall be entitled to deal with the Limited Common Area, if any, in such manner as it may deem fit and the Allottee shall not have any right to interfere in the same.
- (ggg) The Promoter shall have first charge and/or lien over the said Apartment and Unit for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter. Save and except the right of obtaining financial assistance for the purchase of the Unit as per this Clause, the Allottee shall not have any right or lien in respect of the said Unit till physical possession of the Unit is handed over to the Allottee after discharge of all dues to the Promoter with respect to the said Unit.
- (hhh) The Allottee has been explained by the Promoter and the Allottee has understood all the details regarding the operation of the mechanical car parking and the terms and conditions which the Allottee has to adhere to for enjoying the facility of mechanical car parking.
- (iii) The Promoter shall be entitled to put hoarding/boards of their brand name (including any brand name the Promoter is permitted to use), in the form of neon signs, MS letters, vinyl & sun boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project and on

- the façade, terrace, compound wall or other part of the Buildings as may be developed from time to time and the Allottee shall not demur or object to the same. Any hoarding/boards, neon signs, MS letters, vinyl & sun boards or any other branding/advertising material put by the Promoter in whatever form may be shall at all the times be maintained through the CAM Charges.
- (jjj) The Promoter shall be entitled to permit and/or grant rights to third parties against payment of consideration/charges to the Promoter for setting up VSAT, Dish and/or other antennas and other communication and satellite systems on the Common Areas of the Buildings and neither the Allottees nor the Association of Allottees nor any entity shall be entitled to object to or hinder the same in any manner whatsoever. The representatives of such third parties shall be allowed entry into the Buildings or any other areas in the Project without any demur or protest whatsoever.
- (kkk) The exact location of the Car Parking, if any, allotted to the Allottee will be confirmed by the Promoter at the time of delivering possession of the Unit to the Allottee and such Parking Space shall be for the exclusive use and enjoyment of the Allottee and the Allottee shall not have any power and authority to transfer the same separately other than with the Apartment allotted. Furthermore, the Allottee shall accept the Parking Space offered to the Allottee without any demur or objection.
- (lll) The Allottees should ensure that they dispose off their garbage at places pre-determined by the Promoter or maintenance agency appointed by the Promoter.
- (mmm) The Allottees should provide access at all reasonable times to any maintenance agency whether appointed by the Promoter or Association of Allottees or otherwise for inspection of electrical, plumbing or other ducts inside the Apartment and the same should not be covered or made inaccessible in any manner.
- (nnn) The Allottees should not utilise the Common Area for any personal purposes without the consent of the Association of Allottees.