

DRAFT

**This Agreement for Sale** (“**Agreement**”) executed on this [•] day of [•] 2023

**By and Between**

**RDB ANEKANT ORBIT PROPERTIES PRIVATE LIMITED, (PAN: \_\_\_\_\_)** a company incorporated under the provisions of the Companies Act, 1956/2013, having its office at 8/1, Lalbazar Street, 1<sup>st</sup> Floor, Room No. 10, Kolkata- 700001, represented by its authorized representative/Director \_\_\_\_\_ **(PAN: \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_)** son of Mr. \_\_\_\_\_, by faith Hindu, by occupation business, working for gain at 8/1, Lalbazar Street, 1<sup>st</sup> Floor, Room No. 10, Kolkata- 700001 hereinafter referred to as the “**Owner**” (which expression shall mean and include its successors-in-interest and/or assigns) of the **One Part;**

**And**

**Mr./Ms. [•]** (Income Tax PAN:[•]; Aadhar No. [•]and Mobile No.+91-[•]), son/wife of [•], residing at [•], Police Station [•]and Post Office [•], hereinafter referred to as the “**Allottee**” (which expression shall mean and include only his/her/each of their respective permitted successors-in-interest and/or permitted assigns) of the **Other Part:**

Or

[•](CIN/LLPIN [•];Income Tax PAN: [•]), a company existing under the provisions of the Companies Act, 2013/a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008,having its registered office at [•], Police Station [•]and Post Office [•], represented by one of its directors/ designated partners, **Mr./Ms.[•]** (Income Tax PAN [•]; Aadhar No. [•]and Mobile No. +91-[•]), son/wife of [•],working for gain at [•], Police Station [•]and Post Office [•],hereinafter referred to as the “**Allottee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Other Part:**

Or

[•](Income Tax PAN:[•]), a partnership firm registered under the provisions of the Partnership Act, 1932, having its registered office at [•], Police Station [•]and Post Office [•], represented by one of its partners, **Mr./Ms. [•]** (Income Tax PAN:[•]; Aadhar No. [•]and Mobile No. +91-[•]), son/wife of [•], working for gain at [•], Police Station [•]and Post Office [•],hereinafter referred to as the “**Allottee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Other Part:**

Or

[•]**HUF**(Income Tax PAN:[•]), a Hindu Undivided Family, having its office at [•], Police Station [•]and Post Office [•], represented by its Karta and/or Manager, **Mr.[•]**(Income Tax PAN:[•];Aadhar No. [•]and Mobile No.+91-[•]), sonof [•],residing at [•],Police Station [•]and Post Office [•],hereinafter referred to as the “**Allottee**” (which expression shall

mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Other Part:**

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

**Whereas:**

- A. The Owner is the absolute and lawful owner of the property described in **Schedule A** hereto (the “**Said Premises**”) as per the devolution of title of the Said Premises as more fully described in the **Schedule B** hereto.
- B. The Owner has taken up development of the Said Premises for the purpose of constructing a complex, to be known as “**Orbit Urban Park**” comprising two buildings/towers out of which one of the building shall only have residential flats morefully described in **Part I** of **Schedule C** hereunder written (the “**Residential Tower**”) with amenities and facilities, including the green areas and/or green open spaces therein which are earmarked and/or meant to be used in common by the occupants of the flats /units within the said Residential Tower morefully described in **Part II** of **Schedule C** hereunder written (the “**Residential Common Areas**”) collectively morefully described in **Part III** of **Schedule C** hereunder written (the “**Urban Park Residential Section**”). The other building having the East and West wing shall have commercial spaces/ units in demarcated areas/zones intended for use for IT and ITES purposes (collectively the “**Commercial Towers**”) with amenities and facilities, which are earmarked and/or meant to be used in common by the occupants of the units/spaces/ other areas within the said Commercial Towers and shall include the entirety of the green areas and/or green open spaces and/or other designated green zones, as the case may be, as per the said Plan, meant to be used in common by the occupants of both the wings of the Commercial Tower (the “**Commercial Common Areas**”) morefully described in **Schedule D** hereunder written (the “**Urban Park Commercial Section**”). Within the Commercial Common Areas certain specified/earmarked/demarcated portions of the said Commercial Common Areas are intended for use of occupants of both Urban Park Residential Section as well as Urban Park Commercial Section as morefully described in **Schedule E** hereunder written (the “**Shared Common Areas**”) all of which are, collectively, hereinafter referred to as the “**Project**”.
- C. The Owner is fully competent to enter into this Agreement, and all the legal formalities with respect to the respective right, title and interest of the Owner regarding the Said Premises on which the Project is to be constructed have been completed.
- D. The New Town Kolkata Development Authority (“**NKDA**”) has since granted the commencement certificate/letter to develop the Project vide approval dated 21.06.2022 bearing Application No. IIF0000520180404.

- E. The Owner has caused a single integrated building plan proposing and development and construction of a building complex for residential and for IT/ITES purposes as a composite plan for mixed use development approved being no. \_\_\_\_\_ dated \_\_\_\_\_ (the “**Plan**”) from NKDA. The Owner agrees and undertakes that the Owner shall not make any changes to these layout plans except in strict compliance with **Section** 14 of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and other Laws as applicable.
- F. The Owner has registered the Project under the Provisions of the Act with the real estate regulatory authority at **Kolkata** number \_\_\_\_\_ on \_\_\_\_\_ under registration no \_\_\_\_\_.
- G. The Allottee had applied to the Owner for allotment of a residential flat in the Project vide application [•] dated [•] on the terms and conditions recorded therein, and under the provisional allotment letter dated [•] the Allottee has been allotted one residential flat no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, more or less, type \_\_\_\_\_ on the \_\_\_\_\_ floor in the Project (“**Flat**”) **along with** the permission to use covered/mechanical parking no(s). \_\_\_\_\_ each measuring \_\_\_\_\_ square feet in the \_\_\_\_\_ basement/ground floor as permissible under the applicable laws, **along also** with the permission to use open car parking no(s). \_\_\_\_\_ without consideration as earmarked with the Flat to be considered and/or always to be considered as ‘limited common area’ within the meaning of the West Bengal Apartment Ownership Act 1972 (collectively “**Car Parking Space**”) **along with** pro rata share in the Residential Common Areas as defined under clause (n) of section 2 of the Act (“**Common Areas**”) **also along with** only the right to use (without any pro rata share) the Shared Common Areas in the manner provided in this agreement, all of the above are, hereinafter, collectively, referred to as the “**Apartment**” and more particularly described in **Schedule F** hereunder written and the floor plan of the Flat and the Car Parking Spaces is annexed hereto and marked as **Schedule K** hereunder written.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their mutual rights and obligations as detailed herein.
- I. The Parties have also gone through the additional disclosures and/or details as set out in **Schedule I** to this Agreement and have understood and accepted the same.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all the applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with and subject to the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the parking spaces as specified in **Paragraph 'G'** above.

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

**1. Terms:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner, hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in **Paragraph 'G'** above.
- 1.2 The total price for the Apartment based on the carpet area of the Flat is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only (the "**Total Price**"). Apart from the Total Price, deposits on various account shall also be payable by the Allottee ("**Deposits**"). The details of the Total Price as well as the Deposits are given in **Schedule-G** written below;
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the concerned competent authority (ies) and/or any other increase in charges which may be levied or imposed by the concerned competent authority(ies) from time to time. The Owner undertakes and agrees that while raising a demand on the Allottee for increase in the development charges, cost/charges imposed by the concerned competent authorities, the Owner shall enclose the said notification/order/rule/regulation to that effect, if available, along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule H ("Payment Plan")**.

- 1.5 The Owner may allow, at its sole discretion, a rebate for early payment of the instalments payable by the Allottee, by discounting such early payments at the rate of 5% (Five percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal once granted to the Allottee by the Owner.
- 1.6 It is agreed that the Owner shall not make any additions and alterations in/to the Plan and/or the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Flat, Car Parking Space and/or the building, as the case may be, without the previous written consent of the Allottee. Provided that the Owner may make such minor additions or alterations as may be required by the Allottee, or such minor changes for alterations as per the provisions of the Act.
- 1.7 The Owner shall confirm the final carpet area of the said Flat that has been allotted to the Allottee after the construction of the Project is complete and the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law) (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Owner. If there is reduction in the carpet area, within the defined limit then the Owner shall refund the excess money paid by the Allottee within 45 (forty five) days with annual interest at the rate prescribed in the Real Estate (Regulation and Development) Rules 2021 ("**Rules**"), from the date when such an excess amount was paid by the Allottee. If there is an increase in the carpet area, allotted to the Allottee, the Owner may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to clause 9.3 below the Owner agrees and acknowledges, that the Allottee shall have the right to the Apartment, as mentioned below:
- 1.8.1 The Allottee shall have exclusive ownership of the Flat;
- 1.8.2 The Allottee shall also have undivided proportionate share in the Residential Common Areas and will further have the right to use (but not having proportionate share) the Shared Common Areas along with other occupants of the Project. Since the share / interest of the Allottee in the Residential Common Areas is undivided and cannot be divided or

separated, the Allottee shall use all Residential 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 Residential Common Areas as also the Shared Common Areas shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Owner shall convey the undivided proportionate title in the Residential Common Areas to the association of allottees as provided in the Act.

1.8.3 The computation of the price of the Apartment includes recovery of price of land (comprised in the Said Premises), construction of not only the Flat and the Car Parking Space but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment, if any, in the Common Areas etc and includes cost for providing all other facilities as provided within the Project.

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

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

1.11 The Owner agrees to pay all outgoing before transferring the physical possession of the Flat and the Car Parking Space to the allottees, which the Owner has collected from the allottees including, wherever applicable, 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(s) and financial institutions which are related to the Project. If the Owner fails to pay all or any of the outgoings collected by the Owner from the allottees, (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the Flat and the Car Parking Space respectively to the allottees, then, and in such event, the Owner agrees to be liable, even after the transfer of the property (i.e. the Flat and the Car Parking Space), 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 proceeding which may be taken therefore by such authority or person.

1.12 The Allottee, has paid a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** as booking amount, (being the part payment towards the Total Price of the Apartment) at the time of Application, the receipt of which the Owner hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Owner within the time and in the manner specified therein. It is, however, agreed by and between the Parties herein that out of the Total Price an amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** shall be and shall always be treated and/or be deemed to be the “**Booking Amount**” within the meaning of the Act and/or the Rules. Provided that if the Allottee delays in payment towards any amount, which is payable, the Allottee shall be liable to pay interest at the rate as specified in the Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement, and the Owner abiding by the construction milestones, the Allottee shall make all payments on demand by the Owner, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of 'RDB Anekant Orbit Properties Pvt. Ltd.', payable at Kolkata.

## **3. COMPLIANCE OF LAW RELATING TO REMITTANCES:**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer/lease/ sub lease of immovable properties in India etc. and provide the Owner with such permission, approvals which would enable the Owner 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 the 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 Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be



liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Owner accepts no responsibility in regard and the Allottee shall keep the Owner 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 Owner immediately and comply with necessary formalities if any under the applicable laws. The Owner 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 Owner shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Owner to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the said Flat, if any, in the Allottee's name and the Allottee undertakes not to object/demand/direct the Owner to adjust his payments in any manner.

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

Time is of essence for the Owner as well as the Allottee. The Owner shall abide by the time schedule for completing the Project and handing over the Flat and the Car Parking Space to the Allottee and the Residential Common Areas to the association of the allottees after receiving the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law). Similarly, the Allottee shall make timely payments of the installment and other dues payable by the Allottee and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner as provided in **Schedule H ("Payment Plan")**.

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

The Allottee has seen the specifications of the Flat and the Car Parking Space and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Owner. The Owner shall develop the Project in accordance with the said Plan and/or such plans layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Owner undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Concerned Authorities and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Owner shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE FLAT AND THE CAR PARKING SPACE**

**7.1 Schedule for possession of the Flat and the Car Parking Spaces:** The Owner agrees and understands that timely delivery of possession of the Flat and the Car Parking Spaces is the essence of this Agreement. The Owner, based on the approved plans and specifications, assures to hand over possession of the Flat and the Car Parking Space to the Allottee unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner shall be entitled to the extension of time for delivery of possession of the Flat and the Car Parking Spaces, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Owner to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner shall refund to the Allottee the entire amount received by the Owner from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that the Allottee shall not have any rights, claims etc. against the Owner and that the Owner shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Owner, upon obtaining the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law) shall offer in writing the possession of the Flat and the Car Parking Spaces, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Owner shall give possession of the Flat and the Car Parking Spaces to the Allottee. The Owner agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner. The Allottee agree(s) to pay the maintenance charges as determined by the Owner/association of allottees, as the case may be. The Owner on its behalf shall offer the possession to the Allottee in writing within 15 (fifteen) days of receiving the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law).

**7.3 Failure of Allottee to take Possession of Flat and the Car Parking Space:** Upon receiving a written intimation from the Owner as per clause 7.2 above, the Allottee shall take possession of the Flat and the Car Parking Space from the Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner shall give possession of the Flat and the Car Parking Space to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**7.4 Possession by the Allottee** – After obtaining the completion certificate and (and/or the occupancy certificate, if there be any under the relevant provisions of law) handing over physical possession of the Flat and the Car Parking Space to the Allottee, it shall be the responsibility of the Owner to hand over the necessary documents and plans, including Residential Common Areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw the Allottee's 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 Owner, the Owner herein is entitled to forfeit the Booking Amount paid by the Allottee for the allotment. The balance amount of money paid by the Allottee shall be returned by the Owner to the Allottee within 45 days of such cancellation.

**7.6 Compensation** – The Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Premises, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Owner fails to complete or is unable to give possession of the Flat and the Car Parking Space (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of the Owner's business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat and the Car Parking Spaces, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Owner shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat and the Car Parking Spaces.

## **8. REPRESENTATIONS AND WARRANTIES OF THE OWNER**

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

- i. The Owner has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- ii. There are no encumbrances upon the Said Premises or the Project

except, however, the loan and/or the financial facility already obtained by the Owner for construction of the Project from \_\_\_\_\_ Bank \_\_\_\_\_ Branch by executing and registering the deed of \_\_\_\_\_ dated the \_\_\_\_\_ registered in the office of \_\_\_\_\_, in book no \_\_\_\_, Volume \_\_\_\_, pages \_\_\_\_\_ to \_\_\_\_\_ being deed no \_\_\_\_\_ for the year \_\_\_\_\_. The Owner, however, in case the said loan is paid back and/or foreclosed anytime during the period of construction of the Project shall be further entitled to avail loans and/or financial facilities in future as may be permissible under the applicable law(s) and by complying the requirements of such law(s);

- iii. There are no litigations pending before any Court of law with respect to the Said Premises, Project or the Flat and the Car Parking Spaces;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Flat and the Car Parking Spaces are valid and subsisting and have been obtained by following due process of law. Further, the Owner has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Premises and Flat and the Car Parking Spaces and the Common Areas;
- v. The Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vi. The Owner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Premises, including the Project and the said Flat and the Car Parking Spaces which will, in any manner, affect the rights of Allottee under this Agreement;
- vii. The Owner confirms that the Owner is not restricted in any manner whatsoever from sale of the said Flat and the Car Parking Space and/or the Apartment to the Allottee in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed the Owner shall handover lawful, vacant, peaceful, physical possession of the Flat and the Car Parking Spaces to the Allottee and the Residential Common Areas to the association of the allottees;
- ix. The schedule property being the Said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor

and/or no minor has any right, title and claim over the schedule property being the Said Premises;

- x. The Owner has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Premises) has been received by or served upon the Owner in respect of the Said Premises and/or the Project;
- xii. That the Said Premises is not a Waqf property.

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

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

- i. The Owner fails to provide ready to move in possession of the Flat and the Car Parking Spaces to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects as per the specifications as mentioned in the Annexure to this Agreement;
- ii. Discontinuance of the Owner's business as a developer on account of suspension or revocation of the Owner's registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Owner as demanded by the Owner. If the Allottee stops making payments, the Owner shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Owner shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said Apartment, along with interest at the rate specified in the Rules (but after deducting interest at the rate specified in the Rules before making refund of the amounts paid by the Allottee to the Owner towards the Apartment) within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, the Allottee shall be paid, by the Owner, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat and the Car Parking Spaces.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Owner as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Owner on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Owner in this regard, the Owner shall cancel the allotment of the said Apartment in favour of the Allottee and refund the amount/money paid to the Owner by the Allottee by deducting the Booking Amount and the interest liabilities within 45 days from the date of the Owner intimating such cancellation of this agreement to the Allottee and upon such refund, this Agreement shall thereupon stand terminated.

## **10. CONVEYANCE OF THE SAID APARTMENT**

The Owner, on receipt of complete amount of the Price of the said Apartment under the Agreement from the Allottee, (after obtaining NOC, if required from the bank and/or financial institution from whom any loan and/or financial facility, if any then existing on the Said Premises and/or the Project, as the case may be) shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Residential Common Areas within 3 (three) months from the issuance of the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law). In case, however, the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Owner to withhold registration of the conveyance deed in Allottee's favour till full and final settlement of all dues and stamp duty and registration charges to the Owner is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

## **11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**

11.1 The Owner 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 the allottees. The cost of such maintenance has been included in

the Total Price of the said Apartment subject, however, to the obligation of the Allottee to pay maintenance charges as mentioned in in clause 7.2 above.

11.2 In case, however, for any reason whatsoever the maintenance of the Project and/or of the Urban Park Residential Section is not taken over by the association of allottees within 3 (three) months from the date of the Owner obtaining the partial/full completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law) of the Urban Park Residential Section then, and in such event, the Allottee shall become liable to pay maintenance charges to the Owner or to the nominated agency of the Owner, as the case may be, till such time the maintenance of the Project and/or of the Urban Park Residential Section is taken over by the association of allottees.

11.3 Unless otherwise agreed/offered by the Owner, the liability to pay maintenance charges will commence on and from the deemed date of possession of the Flat i.e the expiry of the period of 15 days from the date of the Owner giving notice of possession of the Flat to the Allottee. The present maintenance charge (calculated on a reasonable basis considering all the inputs including but not limited to current electricity tariff, diesel rate, minimum wages and Annual Maintenance Charges (AMCs) of common electromechanical equipment and also a reasonable return on the efforts made by the Owner to render these common services and facilities as also the maintenance fee @ 15% of such maintenance charges as mentioned elsewhere in this agreement) payable by the Allottee to the Owner shall not be less than Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) per sq ft. of the carpet area of the Unit corresponding to not less than Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ per sq ft. on the super built up area of the Flat ("**Common Area Maintenance Charge**").

11.4 The Common Areas Maintenance Charge shall be increased on account of any increase in power tariff, diesel rates, wage enhancement, AMCs, plant and machinery expenses or any other input/s of maintenance activities, carried out by the Owner or its nominated agency(ies), as the case may be. The Common Areas Maintenance Charge, in case of substantial increase in power tariff, diesel rate, daily wages and other inputs of maintenance may undergo interim increase before the scheduled yearly increase.

11.5 The flats in the Residential Tower including the Flat allotted herein has been designed for VRV Air Conditioning System and will accordingly be provided in the Flat. It is clarified that from the deemed date of possession, (as mentioned above) of the Flat the cost of maintenance, replacement and repair of the VRV units shall be paid by the respective allottee(s) for the allottees own flats. The Out Door Unit ("**ODU**") will be placed at the designated place as determined by the Owner and the In-Door Unit ("**IDU**") will be fixed at a specific location inside the Flat. The necessary piping (copper piping, control cable, vertical drain line) and the designated location will not be changed by the Allottee. Inside the Flat, necessary

ducting with grill fixing from IDU user canvas/ plenum will be done by the Allottee without changing the position of piping system and the ODU. If required, the Allottee may, however, change the location of IDU if required to be done due to interior decoration of the Allottee's Flat but subject, always to the prior approval of Owner and/or the nominated agency of the Owner. No puncturing of window wall to install A.C units will be permitted.

11.6 If the Allottee fails to pay the dues/outstanding amounts of any part/portion thereof as mentioned in the notice of possession within the deemed date of possession mentioned therein AND/OR if the Allottee does not take over the possession of the Flat even after making the payment of the said dues/outstanding amounts as mentioned in the notice of possession within the deemed date of possession, in such event the Allottee shall be liable to pay maintenance charges at the rate it is demanded by the Owner or it's nominated agency(ies), as the case may be, and also the proportionate municipal taxes in respect of their Flat wholly and for the Common Area proportionately from the deemed date of possession as mentioned in the notice of possession.

11.7 The Allottee, on or before possession, shall deposit an interest free amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as maintenance security deposit in respect of the Flat ("**Maintenance Security Deposit**") which amount will be one of the amounts payable towards the consideration of the Unit. The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Allottee.

11.8 The Allottee shall pay an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as maintenance corpus/sinking fund of the Flat towards major repair, maintenance and replacement of infrastructure facilities including but not limited to STP (serving/catering to entire Urban Park Residential Section), Lift(s), Transformer(s), diesel generator set(s) and Façade and super structure of the Project ("**Maintenance Corpus/Sinking Fund**"). If the amount required for such major repairs and replacement as afore stated falls short, then, the Allottee will be required to pay the additional amount as demanded by the Owner or its nominated agency(ies), as the case may be. The Allottee will be required to replenish their contribution towards Maintenance Corpus Fund on receipt of intimation of such utilization from time to time. The amount of Maintenance Corpus/Sinking Fund payable by the Allottee is included in the Total Price hereto. The interest accrued from the Maintenance Corpus/Sinking Fund shall be credited to the Maintenance Corpus/Sinking Fund. If the monies lying in the Maintenance Corpus/Sinking Fund and accrued interest thereon are not sufficient to cover up the costs of major repairs/replacements of equipments, the Owner or its nominated agency(ies), as the case may be, will be entitled to recover additional money from the allottee(s) to meet the deficiency.



11.9 In case WBSEDCL /any other electricity supply agency decides not to provide individual meters to the allottees and make provision for a high-tension supply or bulk supply, the Owner shall provide sub-meters to the allottees upon payment by them of the proportionate Security Deposit payable to WBSEDCL/ any other electricity supply agency for such connection. The amount of one- time charges paid for installation of electricity in the Project (“**Bulk Electricity Charges**”) payable by the Allottee on or before possession is part of Total Price. The Bulk Electricity Charges comprises of inter-alia the amount of electricity security deposit paid by the Owner to the electric supply agency for getting electric supply connection to the Project. The electricity security deposit would be subject to revision and replenishment as may be so decided by WBSEDCL/ any other electricity supply agency from time to time and the allottees, including the Allottee herein shall, at all times, be liable to proportionately pay such revision/ replenishment to WBSEDCL or any other electricity supply agency, as per the norms of WBSEDCL or any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Owner or with WBSEDCL or any other electricity supply agency, as the case may be, for supply of electricity through sub meters.

11.10 Provision has been made for the installation of Diesel Generator (**DG**) for power backup to run the basic facilities at the Project. In addition to that, DG back up facility is also being made available for every Unit. The charges for the allocated DG load will be payable by the Allottee on or before possession of their Unit and is included in the Total Price. In case the Allottee requires additional DG power load in their Unit, they should indicate their requirement in the application form for availing such supply. The extra DG power load shall be allotted upon availability and in multiples of KVA. The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised and/or be ascertained by the Owner.

11.11 The Owner shall provide connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Owner shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both earmarked/ demarcated by the Owner within the Project and which would be declared to be common facilities by the Owner.

11.12 The Allottee will be required to pay to the Owner, the charges for documentation @ 0.5% (Half Percent) of the price of the Flat and the price of exclusive right to use the Car Parking Space. The documentation charges will be part of the Total Price.

11.13 Failure to pay Maintenance Charges and Electricity Charges within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee, liable to pay interest at 15% per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

## **12.DEFECT LIABILITY**

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

## **13.RIGHT OF ALLOTTEE TO USE THE RESIDENTIAL COMMON AREAS/COMMON AREA AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

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

## **14.RIGHT TO ENTER THE FLAT AND THE CAR PARKING SPACE FOR REPAIRS**

The Owner / maintenance agency /association of allottees shall have rights of unrestricted access of the Residential Common Areas/Common Areas only to the extent required for the beneficial use and enjoyment of the Allottee of the said Flat and the said Car Parking Space, as the case may be, for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Flat and the Car Parking Space or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15.USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, of Urban Park- Residential Section, if any, as located within the said Project shall be earmarked for purposes such as 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 and/or the Plan. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat and the Car Parking Spaces at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Flat and the Car Parking Spaces, 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 Flat and the Car Parking Spaces and keep the Flat, 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. The Allottee further undertakes, assures and guarantees that the Allottee would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or the Residential Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Flat and the Car Parking Spaces 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 Flat. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Allottee specifically agrees and confirm that the Allottee has understood that the Project is a green building with certified rating as GOLD and the norms

governing the maintenance and usage of such green building shall have to be compulsorily adhered to and/or complied with as more fully mentioned under Schedule I hereunder written and the Allottee hereby agree and confirm to comply with the said norms and/or guidelines without any demur or protest of any nature whatsoever.

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

The Allottee is entering into this Agreement for the allotment of a said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Allottee hereby undertakes that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over for occupation and use the said the Flat and the Car Parking Spaces all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Apartment at the Allottees own cost.

#### **18.ADDITIONAL CONSTRUCTIONS**

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

#### **19.OWNER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Owner executes this Agreement it shall not mortgage or create a charge on the said Apartment and the building in which the said Apartment is situated 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 the said Apartment.

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

The Owner 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 Owner showing compliance of various laws/regulations as applicable in the State of West Bengal.

#### **21.BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Owner does not create a binding obligation on the part of the Owner or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar and/or District Registrar and/or any other Registrar, as the case may be, as and when intimated by the Owner. If the

Allottee(s) fails to execute and deliver to the Owner this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or fails to appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Owner, then the Owner shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **22. ENTIRE AGREEMENT**

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

## **23. RIGHT TO AMEND**

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

## **24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

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

The Owner 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 in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner to exercise such discretion in the case of other Allottees.

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

**26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

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

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

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

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

**30. NOTICES**

That all notices to be served on the Allottee and the Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee and the Owner by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_  
 \_\_\_\_\_ (Allottee's  
 Address)

M/s RDB Anekant Orbit Properties  
 Private Limited

Correspondance Address: The Orbit, 1, Garstin Place, Kolkata - 700001.

It shall be the duty of the Allottee and the Owner 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 Owner or the Allottee, as the case may be.

### **31. JOINT ALLOTTEES**

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

### **32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

### **33. DISPUTE RESOLUTION**

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

### **34. OTHER TERMS AND CONDITIONS/CONTRACTUAL UNDERSTANDING**

The other terms and conditions and/or contractual understanding as mentioned in **Schedule I** herein below have been mutually agreed upon as per the contractual understanding between the Parties. It is clarified that such other terms and conditions and/or contractual understanding are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

**Schedule A above referred to**

**(“Said Premises”)**

**ALL THAT** the piece and parcel of land measuring 5.39 acres, be the same, a little more or less, equivalent to 21,820 square meters, be the same a little more or less, being plot no. II/F, Action Area II-F, lying situate in New Town, Kolkata, P.S. New Town (erstwhile Rajarhat) Mouza Chakpachuria, J.L. No. 33, under New Town Kolkata Development Authority, (previously Patharghata Gram Panchayat) District 24 Parganas (North) West Bengal, delineated and demarcated on the **Plan** annexed hereto and bordered in color **Red** thereon and butted and bounded as follows:

<b>On the North</b>	:	By 90 meter wide arterial road
<b>On the East</b>	:	By car parking Plot No. IIF/6
<b>On the South</b>	:	By peripheral drain and canal bank walkway
<b>On the West</b>	:	By street no. 370 (Arterial road-Row)

**Schedule B above referred to**

1. By an indenture of sale dated 2<sup>nd</sup> June, 1991, registered in the office of Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, CD Volume No. 5, pages 10351 to 10346 being no. 05005 for the year 2009, made between West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO) and DLF Limited, the said WBHIDCO sold transferred and/or conveyed the Said Land to the said DLF Limited.
2. WBHIDCO, vide Memorandum of Possession bearing no. MP-B/HIDCO/EM/22B/6249 dated 28<sup>th</sup> December, 2015, handed over possession of the Said Land to the said DLF Limited.
3. Upon an application made by DLF Limited, the New Town Kolkata Development Authority vide a certificate bearing number 475/2016 dated 4<sup>th</sup> April, 2016 informed the said DLF Limited that the Said Land has been recorded in the register of the New Town Kolkata Development Authority in the name of the said DLF Limited and allotted assessee number being IIF-0005-0-00-00001-20.
4. The said DLF Limited applied for various other sanctions, clearances and permissions, as per details of the documents mentioned in I above.
5. The said DLF Limited, thereafter, sold transferred and/or conveyed the Said Land on “as is where is basis” to the said RDB Anekant Orbit Properties Private Limited by a deed of sale dated 18<sup>th</sup> August, 2021, registered in the office of Additional Registrar of Assurances-IV, recorded in Book No. I, Volume Number 1904-2021, Pages 370737 to 370772 being deed number 190408424 for the year 2021.



**Schedule C Above Referred To**  
**Part I**  
**(Residential Tower)**

**ALL THAT** the B+G+22 floors of the building/block lying constructed on a demarcated portion of the land comprised in the Said Premises (as defined above), **TOGETHER WITH** all rights, advantages, privileges, easements, common areas amenities and facilities Provided therein and/or appurtenant thereto.

**Part II**  
**(Residential Common Areas)**

**All That** the specified/earmarked common areas comprised within the Urban Park Residential Section which are intended for exclusive use of occupants of Urban Park Residential Section as per details given below **TOGETHER WITH** all rights, advantages, privileges and easements appurtenant thereto:-

- Driveway
- Security room
- Entrance lobby on ground floor
- Typical floor lobbies
- Staircase & such other common areas earmarked for common use
- Electrical meter rooms
- Overhead water tank
- Underground wter reservoir
- Lift & lift machine rooms
- Cctv surveillance facilities on ground floor
- Firefighting system
- Fire refuge platforms
- Common toilets on ground floor
- Gymnasium
- Swimming pool
- Demarcated open terraces
- Indoor games room
- Banquet with kitchen & toilets
- Changing rooms
- Creche
- Lounge

**Part III**  
**(Urban Park Residential Section)**

**All That the** Residential Tower as also the Residential Common Areas all situated within the demarcated portion of the Said Premises and delineated on the plan annexed hereto, marked "**A**" and bordered in colour "**YELLOW**" thereon

**Schedule D Above Referred To**  
**(Urban Park Commercial Section)**

**ALL THAT** the B+G+11 & B+G+12 floors of the building/block lying constructed on a demarcated portion of the land comprised in the Said Premises (as defined above), **TOGETHER WITH** all rights, advantages, privileges, easements, common areas amenities and facilities provided therein and/or appurtenant thereto.

**Schedule E above referred to**  
**(Shared Common Areas)**

**All That** the specified/earmarked/demarcated portions of the common areas comprised with the Commercial Common Areas of the Urban Park Commercial Section which are intended for use of occupants of both Urban Park Residential Section as well as Urban Park Commercial Section **TOGETHER WITH** all rights, advantages, privileges and easements appurtenant thereto

**Schedule F above referred to**  
**("Apartment")**

**All That** the residential flat being No.[•]on the [•]floor (of the Residential Tower under construction on a demarcated portion of the land comprised within the Said Premises being the Urban Park Residential Section as defined in Schedule C above) having a carpet area of [•]sq.ft., more or less, with the balcony/verandah having a carpet area of [•] sq.ft, more or less, as also the open terrace, if any, having a carpet area of [•] sq.ft., more or less, and aggregating to a built-up area of [•]sq.ft., more or less and being \_\_\_\_ sft., more or less, of super built up area as shown in **RED** colour on the map annexed hereto being Schedule "**K**" herein below **TOGETHER WITH** The facility of **All That** the [•] ([•]) number(s) of [covered/covered stacked/covered mechanical/basement/MLCP] car parking space(s) on the ground floor/basement and/or the podium(s) of the said Urban Park Residential Section, as the case may be, to be earmarked and/or to be identified and designated by the Owner in due course of time **ALSO ALONG** with the permission to use open car parking no(s). \_\_\_\_\_ without consideration as earmarked with the Flat to be considered and/or always to be considered as 'limited common area' within the

meaning of the West Bengal Apartment Ownership Act 1972 for parking of private medium sized/standard car(s) of the Allottee within such space(s) **along with** the undivided pro rata share of the Allottee in the Common Areas **together with** all right, advantages, easements and privileges appurtenant thereto.

**Schedule G above referred to  
(Total Price)**

Sl.No.	Description	Value	Total Value
<b>A.</b>	(i) <b>Price of the Flat including share in the Common Area and the Price of Car Parking Spaces</b>	_____/-	
	(iii) GST @ ____ %		
		_____/-	
<b>B.</b>	<b>Other Charges:</b>		
	(a) (i) Cost of Generator		
	(ii) GST @ ____ %	_____/-	
	(b) (i) Transformer Charges		
	(ii) GST @ ____ %	_____/-	
	(c) (i) Legal/documentation	_____/-	
(ii) GST @ ____ %	_____/-		

	<b>Grand Total (A+B)</b>	<u>                    </u> <u>                    </u> /-	

<b>PAYMENT OF DEPOSITS</b>	Amount (Rs)
1. Towards maintenance charges	
2. Towards 1 year advance maintenance	
3. Towards municipal taxes	
4. Towards sinking funds	
5. GST as applicable	<u>                    </u>
Total (1 to 4)	

**Explanation:**

- i) The Total Price above includes the Booking Amount paid by the Allottee to the Owner towards the Apartment;
- ii) The Total Price above includes Taxes (consisting, inter alia, of tax paid or payable by the Owner by way of value added tax, service tax, GST, CGST and SGST, if any, as per Law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner) upto the date of handing over the possession of the Apartment.

- iii) Provided that in case there is any change/modification in the Taxes, the subsequent amount payable by the Allottee to the Owner shall be increased/reduced based on such change/modification.
- iv) The Owner shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Owner 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.
- v) The Total Price of Apartment includes (1) Pro-rata share in the Residential Common Areas; and (2) covered parking spaces as provided in the Agreement.

**Schedule H above referred to  
(Payment Plan)**

<b><u>Particulars</u></b>	<b><u>Amount</u></b>
<b><u>Booking Amount</u></b>	<b><u>10%</u></b>
<b><u>On or before Agreement</u></b>	<b><u>10%</u></b>
	<b><u>50% of Legal Charges</u></b>
<b><u>On Commencement of Piling Work</u></b>	<b><u>10%</u></b>
<b><u>On Commencement of Basement</u></b>	<b><u>10%</u></b>
<b><u>On Commencement of 1st floor Casting</u></b>	<b><u>8%</u></b>
<b><u>On Commencement of 5th floor Casting</u></b>	<b><u>8%</u></b>
	<b><u>8%</u></b>
<b><u>On Commencement of 9th floor Casting</u></b>	<b><u>50% of Legal Charges</u></b>
	<b><u>50 % of Other Charges</u></b>

<b><u>On Commencement of 13th floor Casting</u></b>	<b><u>8%</u></b>
<b><u>On Commencement of 17th floor Casting</u></b>	<b><u>8%</u></b>
<b><u>On Commencement of 21st floor Casting</u></b>	<b><u>8%</u></b>
	<b><u>50 % of Other Charges</u></b>
<b><u>On Commencement of Ultimate Roof Casting</u></b>	<b><u>7%</u></b>
<b><u>On Notice for Possession</u></b>	<b><u>5%</u></b>
	<b><u>100 % of Deposits</u></b>

**PAYMENTS SUMMARY**

1. Total Amount Payable towards Total Price	₹ _____
	₹ _____
	₹ _____
2. GST Payable on Total Price	
3. Total amount payable towards Deposits	₹ _____
4. GST Payable, if any on Deposits	
<b>Total Payment (1 to 4)</b>	₹ _____

**Schedule I above referred to  
(Additional Disclosures/Details)**

**TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR THE OCCUPIER(S) OF THE APARTMENT:**

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whosoever's hands the Apartment may come, are bound to adhere to and observe, the following:

- I. Registration of this Agreement:** The registration of this agreement is mandatory as prescribed under the provisions of the Act/Rules/Applicable Laws and the Allottee will be required to comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Allottee, this Agreement shall be deemed to have been cancelled and the consequences arising there from as mentioned in this Agreement will follow. In this regard it is agreed by the Allottee that in case the Owner decides to cancel this Agreement for reasons mentioned in this Agreement, and in case the Allottee fails and/or neglects to rectify and/or remedy the breaches of the terms of this Agreement leading to such cancellation within a period of 30 days from the date of receiving communication in writing in this regard from the Owner then, and in such event, the Owner (subject, however, to the Owner refunding to the Allottee the amounts due to be refunded to the Allottee under the provisions of this Agreement and/or the Acts and/or the Rules, as the case may be which amounts shall include (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque (v) administrative charges as per Owner's policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement) shall be entitled to cancel this Agreement without any further reference to the Allottee and in case of such cancellation, the Allottee hereby unequivocally grants and/or shall be deemed to have granted a power of Attorney to the Owner for signing the deed of cancellation of this agreement for and on behalf of the Allottee.

- II. Cheque dishonor charges:** The Owner shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Owner of all the amounts including the dishonour charges of Rs. 1000/- (Rupees One Thousand only) (for each dishonour).
- III. Withholding of possession of Apartment till full payment:** In case the Owner issues notice to the Allottee to take possession of the Flat and the Car Parking Spaces and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of its other obligations hereunder, then, and in such event, notwithstanding the fact that the Owner shall withhold possession of the Flat and the Car Parking Spaces on account of such failure or default of the Allottee, the Allottee's liability to pay the taxes and outgoings as applicable in respect of the said Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid and until the Allottee pays all its dues to the Owner in respect of the said Apartment and remedies the concerned default and takes physical possession of the Flat and the Car Parking Spaces.
- IV. Tax Deducted at Source:** It is agreed that the tax deduction at source (TDS) under the Income Tax laws, if applicable, shall be deducted by the Allottee(s) on the consideration payable to the Owner and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Owner within 30 (thirty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Owner, then the same shall be treated as default on the part of the Allottee under the agreement and the amount thereof shall be treated as outstanding.
- V. Increase/decrease in the carpet area:** It is agreed by the Allottee with the Owner that any reduction or increase, as the case may be, of upto an extent of 3% (three percent) of the carpet area vis a vis the carpet area of the Flat mentioned in this Agreement shall and shall always be accepted by the Parties herein to be the "defined limit" as mentioned in clause 1.7 of this Agreement and such consequent differential amount, shall be payable by the



Purchaser, in case of increase in the carpet area and/or receivable by the Purchaser in case of decrease in the carpet area, as the case may be.

- VI. Additional payment for increase, if any, in the super built up area:** If there is an increase in the super built up area of the Flat allotted to the Allottee, the Owner may demand extra payment for such increase in the super built up area from the Allottee. The said payment will become due and payable by the Allottee along with the installment payment which becomes due after the Owner ascertains such increase in the super built up area. If not, then, such payment will become payable by the Allottee on or before the payment due and payable by the Allottee before taking possession of the Flat and the Car Parking Spaces. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- VII. Rebate for early payment:** The Owner may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 5% (Five) per annum for the period by which the respective installment has been preponed.
- VIII. Interest for delayed payment:** In case of cancellation/withdrawal of the allotment of the Apartment in the Project, either by the Owner or by the Allottee, as the case may be, the Owner shall be entitled to deduct interest at the rate specified in the Rules for the period of delay by the Allottee in payment of any amount or installments, as the case may be, before making refund of the amounts paid by the Allottee to the Owner towards the Apartment pursuant to this Agreement
- IX. Covenants regarding parking facility:**
- a. It is agreed and understood by the Allottee that, notwithstanding the permission granted to the Allottee without consideration under this Agreement to use earmarked open car parking spaces, the Owner, (so far all other open car parking spaces are concerned) hereby reserves the right to grant permission/ rights of such open car parking spaces exclusively to the allottees of the flats in the Project who need the same and apply for the same within the period as may be stipulated by the Owner and the Owner may give preference to the allottees who do not otherwise have parking space in the Project upon such terms and conditions and in such manner as the Owner may, at

its sole and absolute discretion deem fit and proper and/or as may be permissible under the applicable law(s).

- b. It is agreed and understood by the Allottee that the car parking space/s provided in the Project are for the benefit of the allottee/s or occupant/s of the Project. The car parking space/s have to be earmarked to the allottees for facilitating the smooth functioning and use of car parking space/s. In the absence of such earmarking of car parking space/s, the use of the car parking space/s would result in disharmony and periodical disputes amongst the allottees/ occupants of the Apartments. In view of the same the Allottees hereby irrevocably authorizes the Owner to earmark car parking space/s to the allottees at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the allottees. The Allottee further declares that the Allottee is bound by such earmarking of Car Parking Space/s and will not question the authority of the Owner in doing so and further desist from making any issue or claims in respect thereto.
- c. The permission to the Allottee to use the Car Parking Spaces as agreed hereunder shall not be effective until full and final payment of all sums due by the Allottee in terms of this agreement is made and the Allottee further not being in default in complying with the Allottee's obligations as provided in this Agreement.
- d. All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Owner for disposal of the same at the consideration and in the manner deemed fit and proper by the Owner and/or as may be permitted under the applicable law(s).
- e. Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Owner and the revised parking number shall be intimated to the Allottee upon such revision.
- f. The Allottee agrees and undertakes not to raise any dispute or objection in respect to the permission granted by the Owner in respect of the open parking spaces (except as agreed hereunder) to any other allottee nor to disturb the use of such parking space by the concerned allottee.
- g. It is agreed and understood by the Allottee that the Car Parking Spaces shall, inter alia, comprise of mechanized parking system which will always be a dependent parking. The Allottee has

further understood that a parking facility is to be considered as dependent if the to and fro movement of the vehicle from the designated parking space to the driveway is dependent upon moving another parked vehicle. It has further been understood by the Allottee that the allottees of two different apartment may be allotted the same set of mechanized parking system which would have the provision to park two medium sized cars. The allottee who parks the car earlier shall park it at the upper level and the allottee who comes later shall park the car at the lower level of the mechanized parking system. As and when the allottee who has parked the car at the upper level wishes to take out the car, the allottee of lower level shall cooperate and remove his/her car.

- X. Payment of guarding charges:** Further to what is mentioned in clause 7.3 above, if the Allottee fails to take the possession of the Apartment within the stipulated time frame then, and in such even the Allottee shall be liable for payment of a compensation for such delay in taking possession of the Apartment @ Rs 10/- (Rupee Ten) only per month of the super built up area of the Flat as guarding charges.
- XI. Partial/block wise completion of the Project:** In addition to what has been agreed in clause 7.1 above the Allottee understands that the entire Residential Common Area will be ready for use after completion of all the two (2) towers/ buildings in the Project. In case, the authority(ies) provides the partial/block wise completion certificate of the specific building/tower with partial completion of the Residential Common Areas, then and in that event, the Owner will handover possession of the Unit to the Allottee. It is clarified that for the purpose of handing over possession, the partial/ block-wise completion certificate for a particular tower/block/building, if issued by the authorities, will be deemed as the completion certificate for the particular tower/ building/block.
- XII. Adjustable advance against maintenance charges** The Allottee, on or before possession, shall deposit an amount equivalent to 1 (One) year's estimated maintenance charges as would be so determined by the Owner which amount will be a part of the Total Price of the Apartment. The Promoter reserves the right to utilize this adjustable advance to adjust any recoverable dues from the Allottee towards maintenance charges. Any amount remaining unadjusted at the time of the Owner handing over the management of the Project to the association of allottees shall be transferred/ handed over by the Owner (without interest) to the association of allottee.

- XIII. Maintenance on super built up area:** The Owner shall be exclusively entitled to receive the maintenance charges to be calculated in the super built up area of the Flat as so determined by the Owner from the allottee to the exclusion of any body/entity as mentioned in clause 7.2 above.
- XIV. Maintenance Fee:** The Allottee hereby agrees that in case the Owner is constrained to maintain the Project either by itself or through its nominated agencies, as the case may be for a period of more than 3 (three) months after obtaining the completion certificate then, and in such event, the Allottee shall pay to the Owner maintenance fee for all the efforts to be done by the Owner and/or the maintenance agency, as the case may be, to be calculated @ 15% of the maintenance charges payable by the Allottee and such maintenance fee shall be continue to be payable by the Allottee to the Owner or to the maintenance agency, as the case may be, until the maintenance of the Project is handed over to the association of allottees.
- XV. Insurance:** In accordance with Section 16 of the Act, the Owner shall obtain all such insurances as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the Common Areas and facilities of the Project are handed over to the association of allottees or to the competent authority, as the case may be. The Allottee hereby agrees to contribute (proportionately on the basis of the carpet area of his Apartment) towards the premium and charges payable for a period of 2 years from the date of receipt of completion certificate/ partial completion certificate, as the case may be, of the Project, which amount would be paid by the Allottee as and when demanded by the Owner.
- XVI. Right of the Owner to create charge or mortgage:** Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has /have provided and hereby and hereunder confirm(s) his /her consent to the Owner to / for the creation of any mortgage, security, charge or other encumbrances over and in respect of the Said Premises and/or the Project and/or any part or portion thereof in favour of any bank and/or financial institution and/or any other persons providing loan and/or financial assistance to the Owner for the purpose of development of the Project provided that no such mortgage, security, charge or other encumbrances shall in any manner affect the

right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Said Premises and/or the Project, and no separate consent of the Allottee shall be required for the said purpose.

**XVII. Transfer of Residential Common Areas/Common Area:** The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that the "title" of the entirety of the Residential Common Area/Common Area or as provided in this Agreement is to be conveyed/transferred to the association of Allottees as provided for in the Act and/or the Rules as also in clause 1.8 (2) above in due course of time. The Allottee, hereby, unconditionally and unequivocally agree and confirm that the Allottee shall, upon receiving a request from the Owner shall sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Residential Common Area/Common Area to the Association and the Allottee also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Allottee to the Owner. The Allottee further unconditionally confirms to bear the proportionate costs towards stamp duty and registration charges if so required to be proportionately borne and paid by the Allottee at the time of such transfer. This obligation of the Allottee, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Allottee in due course of time as and when required and shall be and shall always be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Allottee.

**XVIII. Common areas subject to change:** The Residential Common Areas as also the Commercial Common Areas which are comprised within the Project shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Owner for better use and enjoyment thereof without, however, affecting the rights of the Allottee, prejudicially and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such changes. In this regard it is agreed and it is specifically agreed by the Allottee that if there is a change in the common areas of the Urban Park

Commercial Section, then, and in such event the Allottee herein shall not raise any objection to such changes in the common areas of the Urban Park Commercial Section.

**XIX. Retained Area:** The Owner has informed and the Allottee(s) hereby confirms and acknowledges that the Owner shall be constructing and providing certain amenities (hereinafter referred to as the "**Retained Area**") as morefully described in "Schedule J herein" in the Said Premises which shall be available for use and enjoyment of the allottees of the Project and the same shall be in the manner as may be decided by the Owner and the Allottee(s) shall not object to the same in any manner whatsoever. The Allottee(s) shall be entitled to use such Retained Areas, subject to the rules, regulations / guidelines framed by the Owner and the Allottee is aware that the Retained Area shall not form part of the Declaration required under the West Bengal Apartment Ownership Act as and when association of allottees in respect of the Project is being made. The Allottee(s) hereby confirms and acknowledges that the Retained Areas shall be managed/ controlled by the Owner and or its nominees. The Allottee nor the association of allottees shall have or claim any manner or nature of right and/ or title and/ or interest to/over/in respect of any of the parts and portions of the Retained Area and the Allottee covenant(s) and undertake(s) not to at any time claim, set up, make, raise etc. any manner/ nature of claim, demand or action contrary to the aforesaid.

**XX. Limited Common Areas:** In accordance with the West Bengal Apartment Ownership Act, 1972 certain common areas and facilities in the Project may be kept reserved for use of certain flats or remain allotted to any flat to the exclusion of other flats and shall always be referred to as the "**Limited Common Areas**". In this regard it is agreed that divided and demarcated portions of the top roof of the Residential Tower as delineated in the plan annexed hereto duly bordered thereon in "\_\_\_\_\_", ("**Reserved Roof**"), including the parapet walls and the room(s) / space on the stair-cover, shall be excepted and reserved unto and to the Owner and shall belong exclusively and absolutely to the Owner and the Owner shall have the exclusive right to make construction, addition and/or alteration (including to set up / install roof garden/s, cooling plants and towers, V-Sat, dish or other antennas at the same or any part thereof of any nature as permissible under the law thereon and to connect and/or replace all common installations facilities and utilities in and for the premises to the same for such construction or otherwise and to use, enjoy, hold,

sell, grant, let out, lease out, transfer or otherwise part with the same with or without any construction and in any manner, to any person or persons and on such terms and conditions as the Owner may in its sole discretion think fit and proper and realize and appropriate all sale proceeds rents profits etc., without any objection or hindrance from the Allottee. The remaining divided and demarcated portions of the top roof of the Residential Tower as delineated in the plan annexed hereto duly bordered thereon in " \_\_\_\_\_ " (**Common Roof**), shall be meant for common use and enjoyment of the allottees. The Reserved Roof/s of the Owner and the Common Roof/s shall be demarcated prior to completion of transfer of the said Apartment in favour of the Allottee in terms of this agreement;

**XXI. Exclusive Open Terrace/Garden:** The Allottee admits and acknowledge the fact that certain units may have exclusive open to sky terrace/gardens attached to such units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title and/or interest whatsoever or howsoever over and in respect of the same whatsoever or howsoever.

**XXII. Future exploitation:** Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Owner shall be exclusively entitled to all future horizontal and vertical exploitation of the Said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Residential Tower and to do all acts, deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the Said Premises to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sub-lease transfer the same to any person or persons on such terms and conditions as the Owner in its absolute discretion may think fit and proper and the Allottee's share in various matters, including in Common Areas shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Owner on account thereof and furthermore the Allottee

shall fully co-operate with the Owner and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Owner.

- XXIII. Payment on Carpet Area:** The Allottee, if required by the Owner or under the Act/Rules, as the case may be shall make all payments, in common with other Co-buyers of constructed spaces in the Project in the proportion that the carpet area of the Flat bears to the total carpet area of all the flats within the Project;
- XXIV. Payment Obligation:** It is agreed by the Allottee with the Owner that the Allottee has clearly agreed and understood the payment obligations of the Allottee which are linked inter alia to the progress of construction, and the same is not a time linked plan.
- XXV. Delay in payment:** The Allottee in all fairness shall be responsible for all delayed payments, all costs associated with the administrative actions related to followup and recovery of such delayed payments.
- XXVI. Continuation of default:** In case of default by Allottee under the condition listed above continues for a period beyond 1 (one) month after notice from the Owner in this regard, the Owner may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Owner to the Allottee within 12 (twelve) months of such cancellation or on transfer of the said Apartment to any other apartment acquirer. It may, however, be clarified that the balance amount shall be payable subject to the execution of the Deed of cancellation and this Agreement shall thereupon stand terminated.
- XXVII. Refund:** It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Owner and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- XXVIII.** The Defect Liability of the Owner as mentioned in clause 12 of this Agreement the Owner shall:



1. not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee.
2. not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.
3. not be liable to rectify any defect occurring under the following circumstances:
  - (i) If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee has taken over possession of the Apartment. The Owner will not take any responsibility of waterproofing, cracks or for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - (ii) If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of the Apartment unto the Allottee. The Owner will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - (iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Owner will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - (iv) If the Allottee after taking actual physical possession of the Flat, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Flat by making any changes in the Flat, then for any defects like damp, hair line cracks, breakage in floor marble and tiles or other defects arising as a direct or indirect consequence of such alterations or changes, the Owner shall not be responsible;
  - (v) Different materials have different coefficient of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above will have to be rectified in the normal course of maintenance.

- (vi) not be responsible for the defects in case the materials, fittings and fixtures provided by the Owner are not used/ maintained by the Allottee or the Allottee's agents in the manner in which the same is required to be maintained or in case the Annual maintenance Charges to be paid for such materials, fittings and fixtures are not paid by the Allottee;
- (vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Owner in the Residential Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Owner and not amounting to poor workmanship or manufacture thereof.
  - a. Any defect due to force majeure.
  - b. Failure to maintain the amenities /equipments.
  - c. Due to failure of annual maintenance charges.
  - d. Regular wear and tear.

If the architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- (viii) Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Owner and without giving the Owner the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Flat, alters the state and condition of the area of the purported defect, then the Owner shall be relieved of its obligations contained in Clause 12 of this Agreement.

**XIV. THE ALLOTTEE SHALL:**

1. Execute the necessary declaration in Form A for submission of the Project to the provisions of the West Bengal Apartment Ownership Act to enable the formation of the association of allottees either by the Allottee or through a power of attorney holder when called upon by to do so by the Owner after receiving the completion certificate or partial completion certificate as the case may be.
2. co-operate with the other co-buyers and co-occupiers of the constructed spaces/units within the Project, the Owner and/or the Association, as the case may be, in the management and maintenance of the Apartment, building and the Project and shall abide by the directions and decisions of the Owner and/or the Association, as the

case may be, as may be made from time to time in the best interest of the Flat and/or the Project;

3. If required by the Owner, give a no objection certificate to the Owner for the Owner making any changes in the Urban Park Commercial Section in the manner thought fit and proper by the Owner at its sole discretion.
4. The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not the Allottee has been able to obtain financing for the purchase of the Apartment.
5. pay to the Owner or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Project, that has been caused by the negligence and/or willful act of the Allottee and/or any occupier of the Flat and/or family members, guests or servants of the Allottee or such other occupiers of the Flat;
6. It is further made clear that there shall be individual units for all the unit holders for the air conditioning system and no CAM charges shall be imposed for the said air conditioning system.
7. adhere to and/or comply with the norms of green building as more fully mentioned below under the head green building norms.
8. not use the drive way of the Urban Park Commercial Section except in case of any emergency(ies) and to abide by the decision of the concerned association of Urban Park Residential Section regarding the concerned association's decision to use the said drive way of the Urban Park Commercial Section and/or to the use of the set of keys lying with the concerned association of Urban Park Residential Section for opening and closing of the gate installed, if any, on the exit lane/driveway of the Urban Park Commercial Section except in case of any emergency.
9. not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Premises and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

10. not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Said Premises and the building in which the Flat is situated, other than in the area earmarked for the such purpose;
11. notify the Owner or the Association, as the case may be, in case the Allottee lets out the Flat, of the tenant's/transferee's details, including address, email-id and telephone number;
12. not sub-divide the Flat and/or any part or portion thereof;
13. not close or permit the closing of verandahs, exclusive terrace, if any, or lounges or balconies or lobbies and common parts or portions;
14. not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Flat;
15. not to do anything or prevent the Owner from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee(s) enjoyment of the Apartment.
16. not to do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or any apartment adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
17. not put any signage of any nature and/or of any size and also not put up anything for branding of any nature whatsoever anywhere outside the said Flat and/or any portion of the Urban Park Residential Section.
18. not to change the outside elevation of the Residential Tower and/or portions of elevation outside the said Flat.
19. not build, erect or put upon the Residential Common Areas/Common Area any item of any nature whatsoever;
20. not use the Flat or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to allottees/occupiers of other flats in the Project;
21. not use the Flat for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;

22. not make or permit any disturbing noises in the Flat or allow the Allottee's family, invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the allottees/occupiers of other flats in the Project;
23. not keep in the Car Parking Space anything other than cars or two-wheeler or use the same for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
24. not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee, if any, or any other place specifically demarcated for the parking of the vehicles of visitors of allottees/occupiers of other flats in the Project;
25. not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
26. not be allowed to use hammer of any size or dimension in carrying out any internal work within the said Flat and in case of violation of this condition the Allottee will be liable for all costs and consequences for such violation of this condition.
27. not misuse or permit to be misused the water supply to the Flat;
28. not change/alter/modify the name of the building and the Project from that mentioned in this Agreement;
29. not use the name/mark of the Owner in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Flat and if the Allottee does so, the Allottee shall be liable to pay damages to the Owner and shall further be liable for prosecution for use of such mark of the Owner;
30. not carry on or cause to be carried on any obnoxious or injurious activity in or through the Flat, the garage or parking space, if any, and the Residential Common Areas/ Common Areas;
31. 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;
32. not install or keep or run any generator in the Flat;

33. not smoke in public places inside the Project which is strictly prohibited and the Allottee and Allottee's guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
34. not pluck flowers or stems from the gardens or plants;
35. not throw or allow to be thrown litter on the grass planted within the Project;
36. not trespass or allow to be trespassed over lawns and green plants within the Project;
37. not overload the passenger lifts and shall move goods only through the staircase of the building;
38. not use the elevators in case of fire;
39. not object to the Owner and the Association putting up any neon sign, hoardings and other display materials on any part or portion of the Residential Common Areas/ Common Areas;
40. not fix or install any antenna on the roof or terrace of the building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Owner and/or the Association, as the case may be;
41. not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
42. remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
43. not refuse or neglect to carry out any work directed to be executed in the building or in the Flat after the Allottee has taken possession thereof, by a Competent Authority, or require or hold the Owner liable for execution of such works;
44. not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building and the Project.
45. not object to the Owner entering into agreements (on such terms and conditions and for such period as the Owner shall decide) with the concerned service providers of the Owner's choice of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or for the purpose for putting up installations to provide

such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Owner within the Project and which would be declared to be common facilities by the Owner.

46. install air-conditioning units only at the designated places/ as constructed /approved by the Owner.
47. repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Flat, at the cost of the Allottee.
48. ensure that the domestic help/service providers visiting the said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
49. not obstruct the Owner/ Association (upon formation) in their acts relating to the Residential Common Areas/ Common Areas, amenities and facilities.
50. be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Flat in the records of the concerned authorities within a period of three (3) months and shall keep the Owner indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner due to non-fulfilment and/or non-observance of this obligation by the Allottee;

**XV. NOMINATION BY ALLOTTEE WITH CONSENT:**

The Allottee admits and accepts that after the Lock in period, as mentioned below, and before the execution and registration of conveyance deed of the said Apartment, the Allottee (subject to the following conditions) will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject, however, to the nominee agreeing to strictly adhere to the terms of this Agreement

The Allottee shall make payment of all dues, including any interest for delay, to the Owner in terms of this Agreement, up to the time of nomination.

The Allottee cannot nominate any third party before the expiry of a period of 15 (Fifteen) months from the date of this Agreement.

In respect of any nomination, the Allottee shall obtain prior permission of the Owner and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owner and the Allottee.

The Allottee shall pay a sum calculated @ Rs. 100/- per sq ft on super built up area of the Apartment as mentioned in this Agreement plus

applicable taxes, as and by way of nomination fees to the Owner. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. The nomination fees, however, shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee. Any additional income tax liability that may become payable by the Owner due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Owner agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that the Allottee shall not be entitled to nominate or assign the Allottee's rights under this Agreement save in the manner indicated above.

The Allottee undertakes that the Allottee shall have no objection to the Owner making any additional construction and/or extending the Project by adding future land and/or added area and/or future addition on the existing construction, if the Owner, in future decides to do so.

**XVI. XXV. MODIFICATION OF THE PORTION OF THE PLAN DEALING WITH URBAN PARK RESIDENTIAL SECTION:** The Allottee has entered into this Agreement with the full knowledge that the development of the entire Project by the Owner on the Said Premises is proposed under one sanctioned plan duly approved by The New Town Kolkata Development Authority as a composite plan for mixed use development by their letters, dated 29.09.2022 (bearing Pin R0030037020220929) with last revision as on \_\_\_\_\_. By entering into this Agreement, the Allottee shall be deemed to have authorized absolutely unconditionally for all times to come the Owner (including any of its assignees or nominees) to make any and all changes modifications alterations additions of the Plan of the Project, its layout plan, specifications of the building(s) or the common areas dedicated to Orbit Urban Park to the end and intent that the Owner shall be entitled to undertake to make any and all changes modifications alterations additions of the sanctioned plan, layout plan, specifications of the buildings or the common areas of the Project without any further consent or approval of the Allottee and with the further power to sign and execute, for itself and for and on behalf of all the allottees of Urban Park Residential Section.



**RECREATION ZONE**

1. The Allottee, shall, be entitled to use the facilities of the recreation zone lying situated at the top most floor of the building along with the allottees/occupiers of other flats in the Project. The operational costs/charges of the said recreation zone shall form either part of the common charges and expenses of the Residential Common Areas or may be charged separately on some suitable basis including pay by use basis, as may be so decided by the Owner at its sole discretion or by the Association of apartment owners upon its formation as the case may be.
2. It is expressly made clear and understood by the Allottee that the right of the Allottee to use the recreation zone shall stand transferred upon the Allottee transferring the Apartment in favour of a third party. The membership of the recreation zone can only be used by the Allottee and his /her immediate family members in accordance with the rules and regulations of the said recreation zone. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Flat to be entitled to use the facilities of the resident's recreation center on the basis of being in possession of the Flat alone.
3. It is expressly made clear and understood by the Allottee that Deposits as mentioned in clause 1.2 hereinabove shall stand transferred to the association of allottees at the time of handing over of the Residential Common Areas/Common Areas and/or the Project to the Association.
4. The rights and obligations of the Allottee as a member of the recreation zone and the detailed terms and conditions of membership and rules and regulations governing use of the facilities of the recreation zone will be formulated by the Owner or the Association, as the case may be, in due course and circulated to members before the recreation zone is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.
5. On failure of the Allottee to regularly pay the maintenance charges of the Urban Park Residential Section and/or in respect of the resident's recreation center, if any, the Owner or the Association, as the case may be, shall be entitled to restrict the Allottee's entry to the recreation zone and withdraw all the privileges of the resident's recreation center to the Allottee, and the Allottee hereby gives the Allottee's unfettered consent to the same.

6. If the Allottee bring guests to use the facilities of the recreation zone, the Allottee will be required to pay guest charges in accordance with the rules and regulations of the recreation zone.
7. Detailed terms and conditions of the membership of the recreation zone, rules and regulations governing the usage of the resident's recreation center will be formulated in due course and circulated to all the members and the same will be binding on all the members (including additional members).

## **XVII.GREEN BUILDING NORMS**

### **The Allottee shall use:**

1. the provided electric charging stations for alternative fuel vehicles to reduce the pollution due to vehicular transportation.
2. carpooling within the premises to promote ride sharing to reduce transportation pollution as well as strain on the local infrastructure.
3. the rainwater harvesting systems to harvest water on-site and conserve water.
4. the space for storage and collection of recyclable materials such as dry waste, wet waste, E-Waste, and other kinds of waste.
5. 100% of the stormwater runoff which will be collected and utilized within the premises itself.
6. the recycling waste storage room for the collection and storage of recyclable wastes like paper, glass, plastic, e-waste, mercury lamps, metals, and wet wastes generated at the Project and the waste bins on each floor to collect the recyclable waste.

**Schedule 'J' above referred to**  
**(Retained Areas)**

DRAFT

**Schedule 'K' above referred to**  
**(Floor Plan of the Flat)**

DRAFT

**ANNEXURE**  
**(SPECIFICATIONS)**

**FOUNDATION & STRUCTURE**

- **Structured designed for the optimum seismic consideration as stipulated by the IS Code**
- **Foundation with RCC Piles & Pile Caps**
- **RCC Framed Superstructure with ACC Blocks/Fly-ash Bricks as per design**
- **Anti-Termite Treatment during various stages of construction**

**BUILDING ELEVATION**

- **Tower meticulously designed and texture painted as per Architect's Design.**

**LIVING/DINING ROOM/ BEDROOMS**

- **Flooring: Vitrified tiles**
- **Walls: Putty finish**

**TOILETS**

- **Walls - Designer Ceramic Tiles up to 7 ft. height, putty finish thereafter**
- **Flooring - Anti-Skid Ceramic Tiles**
- **Sanitary-Ware - Jaquar or equivalent make**
- **CP Fittings - Jaquar or equivalent make**

**BALCONY -**

- **Flooring - Matte Finish Tiles**
- **MS Railings**

**KITCHEN**

- **Flooring: Matt finish tiles**
- **Wall: Ceramic tiles upto 2 ft. height above the counter**
- **Granite stone counter top; Stainless steel sink**

**DOOR**

- **Wooden frame with Teak finish flush door**

**WINDOW**

- **Aluminum powder coated windows with clear glazing as per Architect's Design**

**ELECTRICAL**

- **Modular switches of Havells / Anchor / North-West or reputed make with copper wiring**

**LIFT**

**a. Automatic Lift of Toshiba/Otis/Kone or equivalent make.**

**GROUND FLOOR LOBBY**

**a. Flooring: Combination of large size vitrified tiles & granite as per design**

**TYPICAL FLOOR LOBBY**

**a. Flooring: Vitrified Tiles**

**b. Walls: Premium finish as per Architect's Design.**

**IN WITNESS WHEREOF** the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

**Executed and Delivered**

by the **Owner** at Kolkata  
in the presence of:

1.

2.

**Executed and Delivered**

by the **Purchaser** at Kolkata  
in the presence of:

1.

2.

**Drafted By:**

**C.P. Kakarania**

**Advocate**

**High Court, Calcutta**