

Draft: November 23/24, 2021

147-45_Tiru Elysia_RERA_Sale-Agreement_Proforma-1_Clean_23-11-21

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this _____ day of _____, 2021

BY AND BETWEEN

TIRUSHIVAM REALTY PRIVATE LIMITED (PAN AAECT6360R) (CIN NO. _____), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Kolkata- 700 017, represented by its authorized signatory Mr./Mrs./Ms. _____ (PAN _____) (Aadhaar no. _____) authorized vide Board resolution dated _____ hereinafter referred to as “the **PROMOTER / DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees) of the **FIRST PART**

AND

(1) JAIVEER HOUSING (P) LTD. (PAN AACCJ4132D), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(2) AMBALIKA PROPERTIES (P) LTD.** (PAN AAICA7217N), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(3) SARIDEEP DEVELOPERS (P) LTD.** (PAN AAOCS8738E), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(4) JAIVEER PROPERTIES (P) LTD.** (PAN AACCJ4515G), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(5) JAIVEER CONSTRUCTION (P) LTD.** (PAN AACCJ4514H), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(6) PADMA RESIDENCY (P) LTD.** (PAN AAFCP8134L), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(7) PADMA HIRISE (P) LTD.** (PAN AAFCP8136J), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(8) PADMA TOWERS (P) LTD.** (PAN AAFCP8139H), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **all represented by their Constituted Attorney** _____, appointed vide registered Power of Attorney dated _____ registered with the _____, hereinafter collectively referred to as “the **OWNERS / LAND OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **SECOND PART**

AND

_____ hereinafter referred to as “the **ALLOTTEE / PURCHASER**” of the **THIRD PART**:

The Promoter, the Owners and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the absolute owners of **All That** the municipal Premises No.95 Mahatma Gandhi Road, Police Station Thakurpukur, Kolkata-700063 having a land area of 31 (thirty-one) Cottahs 9 (nine) Chittacks 11 (eleven) Square Feet more or less within the municipal limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas, described in the **FIRST SCHEDULE**. Devolution of title of the Land Owners to the said Premises is set out in the **SIXTH SCHEDULE**.
- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Premises on which the Project is to be constructed have been completed;
- F. The Kolkata Municipal Corporation has granted permission to construct vide Building Permit No. 2015130296 dated 23rd December, 2015, which was renewed / revalidated on _____ and is now valid till _____.
- G. The Promoter has obtained the final layout plan for the Project from Kolkata Municipal Corporation and other concerned authorities as mentioned in the Definition **No. XXIII** of **Annexure "A"** (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition **No. No. XXIII** of **Annexure "A"** (being the definition of Plan) hereinbelow;
- H. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration No._____.
- I. The Allottee had applied for an apartment in the Project vide application no._____ dated _____ for allotment of the **said Unit** (as hereinafter defined) described in the **SECOND SCHEDULE**, and also hereinbelow:

All That the **Residential Flat / Apartment bearing No.** _____ containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony (ies) / verandah(s) being _____ Square Feet) more or less on the _____ side on the _____ **floor** of

the _____ Block of the Building at the said Premises described in the **First Schedule** and shown in the **Plan** annexed hereto, duly bordered thereon in **“Red”**.

With right to park ____ **motor car/s** in the closed space in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

With right to park ____ **motor car/s** in the open compound of the said Premises, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in para-I above;
- N. The Allottee has examined and got himself fully satisfied about the title of the Land Owners to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee have also seen and inspected the Development Agreement and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards sale of the said Unit, and agrees and covenants not to raise any objection with regard thereto.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and the Land Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto.

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

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para I;

1.2 The Total Price for the Apartment based on the carpet area is **Rs.** _____ (Rupees _____) only ("Total Price") as also mentioned in **Part-I** of the **Fifth Schedule**, break up whereof is as follows:

Head	Price
(i) Apartment No _____, Floor _____; Carpet Area _____ ; Built-up Area _____;	Rs. _____
(ii) Preferred Location Charges - Floor Rise;	Rs. _____
(iii) exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(iv) _____ number and _____ type Car parking at _____ level;	Rs. _____
Add : GST	Rs. _____
	Rs. _____
Less : Discount on account of GST input credit	Rs. _____

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and CGST, if any as per law Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment ;

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, (only if there is a change in tax laws), the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes (i) pro rata share in the Common Areas; and (ii) _____ garage(s)/closed parking(s) as provided in the Agreement.

1.2.1 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.2.2 In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession / Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:

Extra Charges:

- i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottees in the said Building in addition to those mentioned herein, payable before the work is commenced by the Promoter. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit by the Promoter to the Allottee, the Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee thereby.
- ii) Pay to the Promoter the Electrical & Generator Charges calculated at Rs. 60,000/- (Rupees Sixty thousand) for 3BHK type flat or as may be decided and/or mentioned hereinabove or made applicable from time to time by the Promoter in its absolute discretion) plus GST as applicable
- iii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Unit and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Unit shall be that of the Allottee.
- iv) Make payment of the fees and/or legal charges of the Advocates for preparation of this Agreement and the Sale Deed and or other documents to be executed and/or registered in pursuance hereof, which shall be Rs. 50,000/- (Rupees fifty thousand) only, out of which

50% shall be paid simultaneously with the execution hereof and the remaining 50% be paid against handing over of possession of the unit **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration on or before the Date of Commencement of Liability or the date of execution of the sale deed in respect of the said Unit, whichever be earlier.

- v) Towards formation of Maintenance Company, being Rs. 7, 500/- (Rupees Seven Thousand Five Hundred) only per Apartment.
- vi) For changes, if any, under Rule 25 or Rule 26 of the Building Rules of the Kolkata Municipal Corporation, the Allottee shall pay to the Promoter the charges as shall be made applicable by the Promoter from time to time.
- vii) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

- viii) Betterment fees, development charges and other levies taxes duties and statutory liabilities, Goods and Service Tax, other government taxes duties levies and impositions by whatever name called that may be charged on the said Premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be and the same shall be paid by the Purchaser within 7 days of the demand being made by the Promoter.

Deposits (Interest Free):

- i) A sum calculated @ Rs. _____ (Rupees _____) only per Square foot of the Carpet Area of the said Unit towards rates and taxes in respect of the said Unit;
- ii) A sum calculated @ Rs. _____ (Rupees _____) only per Square foot of the Carpet Area of the said Unit towards maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**);
- iii) A sum calculated @ Rs. _____ (Rupees _____) only per Square foot of the Carpet Area of the said Units towards Sinking Fund;

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 competent authority and/or any other increase in charges which

may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written ("**Payment Plan**").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% 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 an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment or Project, as the case may be without the previous written consent of the Allottee **Provided That nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in Recitals G & N and Definition No. XXIII (being the definition of Plan) of the Annexure "A" hereto.** Provided that the Promoter may (without being obliged) against extra cost payable by the Allottee make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the relevant Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond 3% of the area specified herein, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement. It is expressly agreed that the certificate of the Architect appointed for the building as regards to the carpet area and the built-up area of the said unit shall be final and binding on the parties hereto.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them and as per the rules made in the respect. Further, the right of the Allottee to use the Common

Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas of the Project to the association of allottees (upon registration of the same) as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also proportionately] the Common Areas, internal development charges as per agreed specification, external development charges as per agreed specification, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____ Garage/Closed parking rights (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely _____ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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

1.11 The Allottee has paid a sum equivalent to 10% of the Total Price (in short "the **Booking Amount**") as booking amount being 10% (ten percent) of the total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules, presently being State Bank of India PLR plus 2% per annum.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/ or online payment (as applicable) in favour of “**Tirushivam Realty Private Limited**” payable at **Kolkata**.

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act , and Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard . The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees (upon its registration) after receiving the completion certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous

completion of the construction by the Promoter as provided in **Part-II of the Fifth Schedule** ("Payment Plan"), hereunder written.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications, of the Apartment and accepted the Payment Plan, floor plans, layout plans (as mentioned in **Third Schedule** herein) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **Municipal Laws** and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No. XXIII** (being the definition of Plan) of the **Annexure "A"** hereto.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on or before 31st December 2022, with an additional grace period of 12 (twelve) months, 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 (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date.. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Promoter, upon obtaining the completion certificate (which may be partial) from the competent authority shall offer in writing the possession of the Apartment, 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 Promoter shall give possession of the [Apartment to the Allottee **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. subject to the Allottee making payment on account of stamp duty, registration fee

etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within ____ days of receiving the completion certificate of the Project.

7.2.1 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.

7.2.2 It is further agreed that even prior to completion of the said Unit in the manner aforesaid, in case the Allottee desires to simultaneously carry out its fit-outs therein, then the Allottee may be permitted to carry out the same if the Promoter agrees to the same, and in such event the Allottee shall be liable to pay the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder prior thereto. During such fit-out period, the Allottee shall be liable for payment of charges for various utilities like electricity generator water lifts etc., as be determined by the Promoter.

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable and all other outgoings as elsewhere mentioned herein.

7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs. _____ (Rupees _____ only) per Square Foot per month of the Built-up area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

7.4 **Possession by the Allottee** – After obtaining the completion certificate and handing over physical possession of **all** the Apartments to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including 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 his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount and interest and compensation, as applicable, with applicable taxes. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee without interest or compensation or damages, and only out of the amounts received by the Promoter after sale of the Apartment to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

7.6 Compensation

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee, in the manner as provided under the Act and the claim 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 Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand to the allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate 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 Promoter shall pay the Allottee interest at the rate prescribed in the Rules (presently being State Bank of India PLR plus 2% per annum) for every month of delay, till the handing over the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Land Owners and the Promoter hereby respectively represent and warrant to the Allottee as follows:

(i) The Land Owners and the Promoter have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project. However, the Promoter has made the Allottee aware that the Promoter has obtained loan for construction of the Housing Complex from State Bank of India by creating charge on the said Premises. For obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises and shall be at liberty to

create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter. It is however specifically mentioned that the said Project is presently subject to charge in favour of State Bank of India.

(iv) There are no litigations pending before any Court of law or authority with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Land Owners and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartments and common areas;

(vi) The Land Owners / Promoter have 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 intended to be created herein, may prejudicially be affected;

(vii) The Land Owners / Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Land Owners / Promoter confirms that the Land Owners / Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees (upon the same being registered);

(x) 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 said Premises;

(xi) The Promoter / Land Owners have 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

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

(xiii) That the said Property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this agreement and there is Default by promoter under the conditions listed above, the Allottee is entitled to the following:

(i) Stop making further payments linked to construction milestones, if any, to the Promoter as demanded by the promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; Provided That this clause shall not be applicable if the payment by the Allottee is not construction linked; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum) 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, he shall be paid, by the promoter, interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum), for every month of delay till the handing over of the possession of the Apartment.

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

(i) In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by the Allottee under the condition listed above continues for a period beyond two months after notice from the Promoter in this regard, the promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty and registration

charges incurred by the Allottee and shall be made out of the amounts received by the Promoter against sale of the Apartment to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

10. **CONVEYANCE OF THE SAID APARTMENT**

The Land Owners / Promoter on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the common areas within 3 (three) months from the issuance of the completion certificate.

However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mention in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the promoter 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) All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

Land Owners' Confirmation: The Land Owners have been made party to these presents to confirm the Allottee that the Land Owners shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Promoter for sale of the Apartment in favour of the Allottee and the common areas to the association of the Allottees without claiming any consideration or additional consideration from the Allottee. The Land Owners' obligation is limited to transfer of land comprised in the said Premises in terms of the Development Agreement, which may either be in favour of Allottees individually or the Association of Allottees, as may be applicable.

The Promoter and the Land Owners have agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the Apartment for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association / Maintenance Company, the same shall be conveyed in favour of the Allottee as part of the said Unit, to which the Allottee hereby agrees.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the Land comprised in the said Premises to be carried out in favour of the Association / Maintenance Company or else, then the deed of conveyance in respect of the said

Unit shall be so executed and registered by the Promoter and Land Owners in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations and/or the proportionate share in the Land comprised in the said Premises, as applicable). The cost of stamp duty and registration fees etc., will be borne and paid by the Allottee proportionately.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance shall be paid by the Allottee proportionately/separately.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

12. DEFECT LIABILITY

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

It is expressly agreed and understood that the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / closed parkings and parking

spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE**

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

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

16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, 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.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

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

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after

he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are require by any competent Authority in respect of the [Apartment/Plot]/ at his/her own cost.

18. **ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan has been approved by the competent authority (ies), except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. It is specifically mentioned that the said Project is presently subject to charge in favour of State Bank of India as hereinbefore mentioned.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

20. **APARTMENT OWNERSHIP ACT:**

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

21. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment 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 as and when intimated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by

the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever but after deduction of Processing Fee as mentioned in the application form.

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 said apartment/building, 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and 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 Built-up area of the Apartment bears to the total Built-up area of all the Apartments / Units in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

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

30. NOTICES

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her 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

through the Adjudicating Officer appointed amicably by mutual discussion, failing which the same shall be settled in accordance with the Act and Rules.

[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

33.1 **ARBITRATION:**

- (a) **Disputes to be settled by Arbitration:** Any dispute, controversy or claims between the parties hereto arising out of or relating to this Agreements or the breach, termination or invalidity thereof, shall be referred for arbitration to an arbitral comprising of three individuals, one arbitrator each to be appointed by the Developer and the Purchaser and the third to be appointed by the two arbitrators so appointed by the Developer and the Purchaser and the same shall be adjudicated and settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- (b) **Place of Arbitration:** The place of arbitration shall be Kolkata and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.
- (c) **Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The Arbitrator shall not be obliged to follow any procedural law and shall be entitled to set up its own procedure.
- (d) **Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled (but not obliged) to enforce the award. Such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- (e) **Summary Proceedings and Interim Awards:** The arbitral tribunal shall have the right to proceed summarily and to make interim awards.

33.2 **JURISDICTION:** Courts having territorial jurisdiction and the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove

34. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Unit in terms of clause 5 hereinabove and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the

Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and/or the Land Owners and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a fee / charge calculated @Rs.150/-(Rupees One hundred and fifty) only per Square Foot of the Carpet Area of the said Unit or such other fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

- i) The Allottee shall be entitled to have transfer of the said Unit in his own favour or in favour of his nominee Provided That in case the Allottee shall require the transfer to be made in favour of his nominee then the Allottee shall be bound to pay to the Promoter a fee / charge as shall be made applicable by the Promoter from time to time and similar fee shall be payable for all subsequent nominations AND in case so required by the Promoter or the nominee of the Allottee, the Allottee shall join and also cause all intervening nominees to join in the deed of transfer as parties. All such nominations shall be subject to free approval by the Promoter who shall be entitled to refuse such approval without assigning any reason;
 - ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
 - iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
 - iv) Under no circumstances, the Allottee shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
 - v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.
- 34.1 It is clarified that any change in the control or ownership of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.
- 34.2 Transfer of the said Apartment after the Promoter has executed / caused to be executed the deed of conveyance of the said Unit in favour of the Allottee shall not be governed by this clause.

35. OTHER PROVISIONS:

- 35.1 The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the Said Premises or the said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Owners are restrained from construction of the Said Premises and/or transferring and disposing of the other units / apartments / saleable spaces and rights in the Project or the Said Premises then and in that event without prejudice to such other rights the Promoter and/or the Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Owners or any of them.
- 35.2. Save the said Unit, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Flats / Apartments / commercial space / units and spaces or store-rooms or constructed areas or parking spaces at the said Premises or the Project / Said Premises or the Building thereat.
- 35.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain flats may have the exclusive open to sky Terrace / Gardens attached to their respective flats 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 or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 35.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 35.5 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 35.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.7. The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front

and back open spaces surrounding the building at the premises and also the covered spaces in the Building (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.

- 35.8 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.9 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the entire front open space of the Premises (i.e. in front of the Luma Block on its South side) running from the West edge to the East edge of the said Block, which is delineated in the **First Plan** annexed hereto by "**Green**" borders, shall at all times hereafter be under the full domain and control of the Promoter and the Land Owners and the Promoter and the Land Owners shall have permanent exclusive user rights for the exclusive use by the Promoter and/or the Land Owners and other persons granted such rights by them or any of them and the Promoter and/or the Land Owners may put temporary / permanent barricade/fencing separating the same or any part thereof (with or without entrance / gates from the driveways) and the Allottee and other Allottees and/or the Maintenance Company / Association shall not raise any objection thereto or claim the right of user thereof.
- 35.10 The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.
- 35.11 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Owners (as per arrangement between them) 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 Building 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 viz. lifts, water, electricity, sewerage, drainage,

air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations 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 Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 35.12 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or developers of adjoining / contiguous properties on such terms as be agreed by and between the Promoter and the owners / developers of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary 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 Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 35.13 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings / Blocks or any of them or any part thereof and also to install and/or permit any person to install any private generator or other equipment / installation at any portion of the said Premises and/or the Buildings / Blocks on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 35.14. The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units / Apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

- 35.15 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.16 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.
- 35.17 The Promoter will be at liberty to create further mortgages and/or charges and/or create further mortgages and/or charges in respect of the said Premises or any part thereof and the Allottee hereby consents to the same. At the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter, as applicable, assure to have the said Unit released from any such mortgage and/or charge with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- 35.18 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and shall, transfer his / her/ its proportionate share of the title / interest in respect of the Common Areas and Installations, in favour of the Association / Maintenance Company as may be formed, by execution of documents as necessary at its / their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee, shall also be bound and obliged, at its / their own costs, to execute all papers and documents and do all acts deeds matters and things as be required for compliance of Section 17 of the RERA and also the provisions of West Bengal Apartment Ownership Act, 1972, including to execute the declaration as required under Section 2 read with Section 10 of the West Bengal Apartment Ownership Act, 1972 as and when required, and shall adhere to the time line for submitting to the provisions of West Bengal Apartment Ownership Act, 1972. The Allottee and the other allottees shall keep the Promoter and the Land Owner fully indemnified with regard to the aforesaid provisions.;
- 35.19 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all

damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

- 35.20 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof.
- 35.21 The Project at the said Premises shall bear the name "**ELYSIYA**" unless changed by the Promoter from time to time in its absolute discretion.
- 35.22 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :

SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS:

WITNESSES TO ALL THE ABOVE:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Premises)

ALL THAT the present municipal premises No.95 Mahatma Gandhi Road (formed upon amalgamation of the erstwhile Premises Nos.95 Mahatma Gandhi Road, 95A Mahatma Gandhi Road, 36/1 Barisha Paddy Land, 36/2 Barisha Paddy Land, 36/3 Barisha Paddy Land and 36/4 Barisha Paddy Land), Kolkata-700063, having a total land area of 31 (thirty-one) Cottahs 9 (nine) Chittacks 11 (eleven) Square Feet more or less, comprised in R.S.Dag Nos.3161, 3160/3210 and 3159/3209 recorded in R S Khatian Nos.2013, 2019 and 794, all in Mouza Purba Barisha, J.L.No.23, Pargana Khaspur, R.S. No.43, Touzi Nos.1-6, 8-10, 12-16 under Police Station Thakurpukur, Sub-Registration Office Behala in the District of 24 Parganas (South) in Ward No.124 of the Kolkata Municipal Corporation, with various dwelling houses, servant quarters, security rooms, garages, R.T. sheds etc. constructed thereon, and butted and bounded as follows:

On the **North** : By Dag No. 3120 and Dag No.3157;
 On the **South** : By Mahatma Gandhi Road;
 On the **East** : By Dag No. 3161, Dag No. 3156 and Dag No.3160;
 On the **West** : By Dag No. 1260 and Dag No. 3210;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(UNIT)

All That the **Residential Flat / Apartment bearing No.**_____ containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony (ies) / verandah(s) being _____ Square Feet)] more or less on the _____ side on the _____ **floor** of the _____ Block of the Building at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

With right to park _____ **motor car/s** in the closed space in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

With right to park _____ **motor car/s** in the open compound of the said Premises, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

(Common Areas and Installation)

- (a) Land comprised in the said Premises
- (b) Entrance and exit gates of the said Premises.

- (c) Paths passages and driveways in the said Premises other than those reserved by the Vendor for their own use for any purpose and those meant or earmarked or intended to be reserved for parking or motor cars or other vehicles or marked by the Vendor for use of any Allottee.
- (d) Exclusive Entrance Lobby in the Ground Floor of the Building.
- (e) Lift Lobby in the typical floors, the ground floor.
- (f) The two staircases on the typical floor of the building(s) alongwith their full and half landings with stair-covers on the ultimate roof.
- (g) Landscaped Garden on the ultimate roof of the building with decorations and beautification.
- (h) Entrance Lobby, Indoor Games Room, Gymnasium and Community Hall.
- (i) High speed and high end automatic lifts with centre opening sliding doors of 2 (two) numbers in Block Aria and 2 (Two) in Block Luma alongwith lift shafts and the lobby in front of it on typical floors and lift machine room.
- (j) Concealed Electrical wiring and fitting and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
- (k) Common toilet in the Ground Floor.
- (l) Fire pump Room.
- (m) Requisite arrangement of Intercom/EPABX with connections to each individual Flat / Apartment from the reception in the ground floor.
- (n) Boundary walls.

PART-II

(Specifications of construction – applicable to Residential Flats / Apartments only)

DOORS

- Rooms fitted with 32mm thick flush doors finished on both sides (except for Kitchens and toilets)
- Night latches and magic eyes for entrance doors & Mortise locks and doorstoppers on bedroom and kitchen doors
- Bathroom latches on toilet doors.

WINDOWS

- Anodized / powder coated aluminium section with clear glass inserts and matching fittings

FLOORING

- Living, Dining, Kitchen, Bedrooms finished with quality Vitrified Tiles
- Lift Lobby and Staircases finished in Stone / Vitrified Tiles as per architectural scheme.
- Other common areas floored with screed concrete.

KITCHEN

- Granite top cooking platform with one stainless steel sink
- Ceramic tiles upto 2 ft in height above the kitchen counter

TOILETS

- Floor-Anti skid tiles, Wall-Designer ceramic tiles up to Door height

- White porcelain sanitaryware of Hindware / Parryware or similar brands
- Sleek CP fittings of Parryware /Jaquar or of a similar/equivalent brand
- Concealed piping system for hot and cold water lines with provisions for Geyser & exhaust points
- Matching mirrors, shelves, soap-trays & towel rails.

WALLS

- External walls completed in cement and sand plaster with cement paint and/or texture finish and glazing as per Architectural scheme
- Internal walls finished in cement and sand plaster with near POP punning

ELECTRICAL WIRING & FITTINGS

- Totally concealed wiring with provision for AC & TV points in all bed rooms and living rooms. Telephone points in living room and master bedroom.
- Video door phones at the main entrance doors
- Generator power during power failure for lighting and domestic purposes to the extent of 1 watt / sq.ft. of built-up area of each unit.
- CCTV monitoring for security & supervision

WATERPROOFING

- Waterproofing of bathrooms, balconies, planter box and terrace floor

FIRE PROTECTION

- Fire protection system as per WBFES

THE FOURTH SCHEDULE ABOVE REFERRED TO: **(Common Expenses)**

- 1. Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
- 2. Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
- 3. Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
- 4. Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
- 5. Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
- 6. Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.

7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

The **Consideration** payable by the Allottee to the Promoter for sale of the said Unit shall be as follows:-

Head	Price
(i) Apartment No _____, Floor _____; Carpet Area _____ ; Built-up Area _____; Super Built-up Area _____;	Rs. _____
(ii) Preferred Location Charges - Floor Rise;	Rs. _____
(iii) exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(iv) _____ number and _____ type Car parking at _____ level;	Rs. _____
Add : GST	Rs. _____
	Rs. _____
Less : Discount	Rs. _____
Total:	Rs. _____

(Rupees _____) only

Note : GST and discount are based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

PART-II

(Installments / Payment Plan)

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of "**Tirushivam Realty Private Limited**" or by online payment (as applicable) as follows:

PAYMENT SCHEDULE:

Booking Amount	10% of the Consideration (including Initial Token Amount, if any)
On completion of the brickwork of the said unit	7.5% of the Consideration
On completion of the frame fixing of the said unit	7.5% of the Consideration
On completion of the internal plaster of the said unit	7.5% of the Consideration
On completion of flooring of the said unit	7.5% of the Consideration
On completion of the window installation of the said unit	10% of the Consideration
On completion of the plaster of paris of the said unit	10% of the Consideration
On completion of the electrical wiring of the said unit	10% of the Consideration
On completion of lift installation for the block for the said unit	10% of the Consideration
On notice for fitout	20% of the Consideration

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

- A.** By a registered Deed of Conveyance dated 10th day of September, 2010 executed between Tapan Kumar Dutta as the vendor therein and Jaiveer Housing Private Limited as the purchaser therein and registered with the Additional District Sub- Registrar of Behala in Book No. 1, CD Volume No. 21, Pages from 2846 to 2868 Being No. 08550 for the year 2010, the Purchaser therein purchased all that the erstwhile Premises No. 95A, Mahatma Gandhi Road, measuring 3(three) Cottahs 13 (thirteen) Chittaks 26 (twenty six) Sq. ft. ,more or less together with 100 Sq. ft. R.T.S. structure standing thereon assessed by the KMC vide Assessee No. 41-124-06-0452-1, absolutely and forever.
- B.** By a registered Deed of Conveyance dated 21st day of January, 2011 executed between Sreepati Apartments Private Limited as the vendor therein and (1) Ambalika Properties (P) Ltd., (2) Sarideep Developers (P) Ltd. (3) Jaiveer Properties (P) Ltd. (4) Jaiveer Construction (P) Ltd. (5) Padma Residency (P) Ltd. (6) Padma Hirise (P) Ltd. and (7) Padma Towers (P) Ltd. as

the purchasers therein and registered with the District Sub-Registrar-II South 24- Parganas West Bengal in Book -1, CD Volume number 2, page from 3976 to 3994, Being No. 00747 for the year 2011, the Purchasers therein purchased all that the erstwhile Premises No. 95, Mahatma Gandhi Road, measuring about 3(three) Cottahs 13 (thirteen) Chittaks 26 (twenty six) Sq. ft. ,more or less together with a tin shaded structure thereon measuring an area of 200 sq. ft etc., assessed by the KMC vide Assessee No. 41-124-06-0093-0 absolutely and forever.

- C.** By a registered Deed of Conveyance dated 21st day of January, 2011 executed between Sreepati Apartments Private Limited as the vendor therein and (1) Ambalika Properties (P) Ltd., (2) Sarideep Developers (P) Ltd. (3) Jaiveer Properties (P) Ltd. (4) Jaiveer Construction (P) Ltd. (5) Padma Residency (P) Ltd. (6) Padma Hirise (P) Ltd. and (7) Padma Towers (P) Ltd. as the purchasers therein and registered with the District Sub-Registrar-II, Alipore in Book -1, CD Volume number 2, page from 3956 to 3975, Being No. 00746 for the year 2011, the Purchaser therein purchased all that the erstwhile Premises No. 36/1, 36/2, 36/3 and 36/4 Barisha Paddy, measuring about 23(twenty three) Cottahs 14 (fourteen) Chittaks 4 (four) Sq. ft., more or less together with separate dwelling houses, servant quarters, security rooms, garages, R.T. sheds etc. constructed thereon with internal pathways, passages and boundary walls, assessed by the KMC vide Assessee No. 41-124-01-0215-1, 41-124-01-0216-3, 41-124-01-0228-0 and 41-124-01-0229-1 absolutely and forever.
- D.** By a registered Deed of Exchange dated 5th day of March, 2011 executed between Jaiveer Housing (P) Ltd. as party of the First Part therein and (1) Ambalika Properties (P) Ltd., (2) Sarideep Developers (P) Ltd., (3) Jaiveer Properties (P) Ltd., (4) Jaiveer Construction (P) Ltd., (5) Padma Residency (P) Ltd., (6) Padma Hirise (P) Ltd., and (7) Padma Towers (P) Ltd., as the parties of the Second Part therein and registered with the Addl. Registrar of Assurance-I, of Kolkata, in Book -1, CD Volume number 5, Page from 988 to 1006, Being No. 01877 for the year 2011, the party of the First Part therein granted conveyed, transferred, assigned and assured unto the parties of the Second Part therein all that an undivided 8 chittacks together with 80 sq. ft. tin shaded structure out of Premises No. 95A, Mahatma Gandhi Road, P.S. Thakurpukur, Kolkata- 700 063. Similarly, the parties of the Second Part therein granted, conveyed, transferred, assigned and assured in favour of the party of the First Part therein all that an undivided share of land aggregating to 8 chittacks together with 80 sq. ft. tin shaded structure out of Premises No.95, Mahatma Gandhi Road, P.S. Thakurpukur, Kolkata- 700 063 and Premises Nos. 36/1, 36/2, 36/3 and 36/4 Barisha Paddy Land, P.S. Thakurpukur, Kolkata- 700 063.
- E.** Thereafter, the aforesaid Premises were amalgamated into one Premise No. 95 Mahatma Gandhi Road in the records of Kolkata Municipal Corporation measuring an area of about 31 Cottahs, 9 Chittacks and 11 Sq ft more or less.
- F.** A Registered Development Agreement dated 12th day of August, 2015 was executed between (1) Jaiveer Housing (P) Ltd. (2) Ambalika Properties (P) Ltd. (3) Sarideep Developers (P) Ltd. (4) Jaiveer Properties (P) Ltd. (5) Jaiveer Construction (P) Ltd. (6) Padma Residency (P) Ltd. (7) Padma Hirise (P) Ltd. (8) Padma Towers (P) Ltd. as the OWNERS therein and Tirushivam Realty (P)

Ltd. as the DEVELOPER therein for construction of a multi storied building thereon on the Premises No. 95 Mahatma Gandhi Road P.S. Thakurpukur, Kolkata- 700063 and registered with the Additional District Sub-Registrar-II, South 24 Parganas in Book -1, Volume number 1602-2015, page from 85650 to 85694, Being No. 160208285 for the year 2015.

Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **REGULATIONS** shall means the Regulations (if any) made under the Real Estate (Regulation and Development) Act, 2016
- iv) **SECTION** shall means a section of the Act.
- v) **SAID PREMISES** shall mean the municipal Premises No.95 Mahatma Gandhi Road, Police Station Thakurpukur, Kolkata-700063, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
- vi) **PROJECT / BUILDING OR BUILDING/S AND/OR NEW BUILDING/S** shall mean the new Building or Buildings proposed to be constructed by the Promoter at the said Premises presently having 2 (two) Blocks / Wings namely the Aria and Luma, and containing several independent and self contained Flats / Apartments, parking spaces, commercial / retail areas / spaces, offices and other constructed areas. The Allottee is aware that portions of the Luma Block contain Commercial / Retail / office / Non-Residential Spaces and shall have no objection with regard thereto in any manner whatsoever.
- vii) **ALLOTTEES / UNIT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owners and taken possession of any Unit in the Said Premises.
- viii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises.
It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Flat / Apartment or Flats / Apartments or / commercial space(s), exclusive greens / gardens attached to any particular Flat / Apartment or Flats / Apartments or / commercial space(s), the front open space of the Premises (i.e. in front of the Luma Block on its South side running from the West edge to the East edge of the said Block which is delineated in the **First Plan** annexed hereto by "**Green**" borders, and other open and covered spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and

installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees.
- x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xi) **UNITS** shall mean the independent and self-contained Flats / Apartments (herein called "**Flats / Apartments**") and/or Commercial / Retail / Office / Non-Residential Spaces (herein called "**Commercial Spaces**") and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s and/or exclusive gardens / greens and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments and/or Commercial / Retail / Office / Non-Residential Spaces and also the proportionate undivided share in the common areas and installations, attributable thereto.
- xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Building / Blocks at the premises and also the at the ground level of the premises as expressed or intended by the Promoter at their sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack car parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required)..
- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or

verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;

- xiv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.) **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).
- xv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the Said Premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
- xvi) **SAID APARTMENT / UNIT** shall mean the Residential **Flat / Apartment** No. _____ on the _____ floor of the _____ Block of the Building to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** and wherever the context so permits shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Flat / Apartment / Commercial Space and further wherever the context so permits shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and further wherever the context so permits shall include the exclusive right to use the Open Private Terrace attached to the said Flat / Apartment / Commercial Space if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and further wherever the context so permits shall include the exclusive right to use the green / garden attached to the said Flat / Apartment / Commercial Space if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and further wherever the context so permits shall include the exclusive right to use and enjoy the front open space of the Premises (i.e. in front of the Building on its south side) running from the west edge to the east edge of the Building which is delineated in the **First Plan** annexed hereto by "Green" borders, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and further wherever the context so permits shall include the exclusive, unrestricted and absolute right to install VSAT, Radio Tower, leased

data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof of the Building and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive, unrestricted and absolute right to install Generator at any portion of the said Premises and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.

- xvii) **DEVELOPMENT AGREEMENT** shall mean the Registered Development Agreement dated 12th August, 2015 entered between the Land Owners and the Promoter;
- xviii) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xix) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xx) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xxi) **ARCHITECTS** shall mean Agarwal & Agarwal of 2/5 Sevak Baidya Street, Kolkata-700 029 or such other Architects as may be appointed by the Promoter from time to time for the Building;
- xxii) **ADVOCATES** shall mean Messrs. Saraogi & Company, Advocates of No.7B Kiran Shankar Roy Road, 4th Floor, Kolkata appointed for the said Project at the said Premises;
- xxiii) **PLAN** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2015130296 dated 23rd December, 2015, which was renewed / revalidated on _____ and is now valid till _____, for construction of the Building/s at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and

Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / floors / extension of block/s as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Common Areas and Installations shall be and/or is likely to stand reduced.

- xxiv) **OTHER CAUSES** shall mean and include storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, acquisition/ requisition, proceedings, labour unrest, order of injunction or order of Status quo or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body scarcity or non-availability of building materials equipments or labourers, changes in rules regulations and laws for the time being in force resulting in stoppage or postponement or delay of construction or any work at the Project and any other reason beyond the Promoter's control.
- xxv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxvi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxvii) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
- a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.
 - c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
 - d) to install fire-fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
 - e) to carry out all fitout works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
 - f) in case of **Residential Flats / Apartments**, to use their respective Flats / Apartments (and utility rooms etc.) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to

use or permit to be used any unit belonging to the Promoter for non-residential purposes;

- g) in case of **Commercial / Retail / Non-Residential Areas / Spaces**, then to use the said Unit only for lawful commercial purposes and in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Promoter and/or the Land Owners first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Promoter and/or the Land Owners to use or permit to be used any other commercial space / unit in the building for residential or other purposes;
- h) notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that in case the said Unit be a Commercial Space, then the Allottee / transferee of such commercial space shall in normal course (excluding exigencies and emergencies) not enter upon the residential portion of the Building **Provided That** nothing shall impair or prejudice the rights of easements and of ingress and egress of such Allottee / transferee of such Commercial Space over all portions of the Building and the Premises as may be reasonable necessary for beneficial use and enjoyment such Commercial Space and properties benefits and rights appurtenant thereto (including installation of VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof and separate exclusive Generator at a portion of the said Premises and the rights of easements and of ingress and egress and also for repairs, replacements etc. thereof, if and as permitted by the Promoter and/or the Land Owners) **And** further the Allottee / transferee of such Commercial Space shall be entitled to common facilities of generator, water supply system with accessories and installations, drainage system, fire system, supply of electricity etc,
- i) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars (not exceeding the size of "Honda City 2018")/ two wheelers, as applicable.
- j) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- k) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- l) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies , landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods

articles or things therein or thereat or in any other common areas of the premises.

- m) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
- n) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Flat / Apartment / commercial space / unit.
- o) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- p) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- q) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- r) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- s) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- t) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent

of the Flats / Apartments / commercial spaces agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Flats / Apartments / commercial spaces to any other owner of Flat / Apartment / commercial space in the Building and none else.

- u) In case any Open Terrace be attached to any Flat / Apartment / commercial space, then the same shall be a property / right (as applicable) appurtenant to such Flat / Apartment / commercial space and the right of use and enjoyment thereof shall always travel with such Flat / Apartment / commercial space and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Flat / Apartment / commercial space owned by such Allottee in the said building);
 - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony / verandah / open terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others

However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the building.

- v) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his

parking space independent of the flat only to any other owner of flat in the Housing Complex and none else;

- (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
- (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
- (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Owner and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said building and the said premises.
- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owners with regard thereto.

In case any exclusive right to use any space, to be used as garden, be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:

- i) The allottee thereof shall not be entitled to sell convey transfer or assign such space independently (i.e. independent of the flat owned by such Allottee);
- ii) The allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) in such space nor cover the same in any manner, including *Shamianas* etc.;
- iii) The allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
- iv) The allottee thereof shall not display any signboard, hoarding or advertisement etc. in such space so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- v) The allottee thereof shall maintain such space at its own costs and expenses.
- vi) The allottee thereof shall use such space only as a garden and nothing else and in doing so to ensure that there is no heavy load thereat on account of soil, mud, water etc.
- vii) The allottee thereof shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association

- /Maintenance Company with regard to the user and maintenance of such space.
- viii) The allottee thereof shall remain liable for payment of all municipal and other rates and taxes and all other outgoings payable in respect of such space, it being clarified that common area maintenance charges shall not be applicable to the same, and the allottee thereof shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association /Maintenance Company with regard thereto.
- w) In the event any Allottee has been allotted any servant's quarter, whether jointly with the Flat / Apartment / commercial space or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such servant's quarter only for the purpose of residence of his servant and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his Unit,;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter and the Maintenance Company with regard thereto.
- x) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- y) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- z) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- aa) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.

- bb) not to cook or prepare or consume any non-vegetarian food in community hall / common areas.
- cc) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter and the Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- dd) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
- ee) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Kolkata Municipal Corporation.
- ff) not to fix or install air conditioners in their respective Flats / Apartments / commercial spaces save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100/- (Rupees One hundred) only per sq. ft., of the Carpet Area of such Allottee's Flat / Apartment / commercial space and shall also forthwith remove

the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Flats / Apartments / commercial spaces approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Flats and not to allow any spill over in the common areas / Apartments / commercial spaces.

- gg) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Flat / Apartment / commercial space which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs.100/- (Rupees One hundred) only per sq. ft. of the Carpet Area of such Allottee's Flat / Apartment / commercial space. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Flat / Apartment / commercial space to its original state and condition, for and on behalf of and as the agent of such Allottee.
- hh) not to make in the Flat / Apartment / commercial space any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100/- (Rupees One hundred) only per sq. ft., of the Carpet Area of the concerned Flat / Apartment / commercial space.
- ii) to bear and pay and discharge exclusively the following expenses and outgoings:-
 - i) Municipal rates and taxes (and also the commercial surcharge in case the said Unit be a Commercial Space) and water tax, if any, assessed on or in respect of their respective units directly to The Kolkata Municipal Corporation Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the Premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owners and the same shall

be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Premises as a whole.

- iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Third Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs._____ per square foot per month of the Carpet Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services. It is clarified that expenses for maintaining managing upkeeping and administering the respective Common Area and Installations shall not be separately incurred / charged / accounted for nor is the same feasible nor practical and none of the Allottees shall object to or demand explanation therefor and shall be bound to accept the same without demur or objection.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).
- jj) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owners and/or the Maintenance Company from time to time for the common purposes.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.
3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity to the said Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
 - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit.
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Housing Complex / Building/s.
5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

DATED THIS ____ DAY OF _____

BETWEEN

**TIRUSHIVAM REALTY PRIVATE LIMITED
... PROMOTER/ DEVELOPER**

AND

**JAIVEER HOUSING (P) LTD. & OTHERS
... OWNERS/LAND OWNERS**

AND

... ALLOTTEE/PURCHASER

AGREEMENT FOR SALE

(Unit No. _____ on the _____ in the
_____ Block of the Project "**Tiru Elysia**")

SARAOGI & COMPANY

Advocates

7B Kiran Shankar Roy Road
4C & 4E Punwani Chambers, 4th Floor
Kolkata # 700 001

[Ph: +91 33 22439486 / 22135761]

Notes for Client, Mr. Sameer Agarwal / Mr. Rajat Dabriwal:

Draft for approval. Modifications made for RERA on the HIRA draft sent by Client by email. Please check facts and figures. Highlighted / commented portions to be checked by you. Will revise after receiving your comments.

Please note that transfer of Open Parking Spaces shall be in contravention of RERA. Also, steps need to be taken for formation of association upon majority flats being booked.

Client to note that super built-up area is not defined. We had, while drawing the HIRA agreement earlier, provided for the same, but the same was missing from the draft emailed by Client to us. Client to give instructions.

Saraogi & Co., Advocates

November 24, 2021

147-45_Tiru Elysia_RERA_Sale-Agreement_Proforma-1_Clean_23-11-21