

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

By and Between

_____ **Limited**, (**PAN** _____), a company governed under the provisions of Companies Act, 2013 and having its registered office at _____, P.O. _____, P.S. _____ Pin code _____ represented by its _____ Mr. _____, (**PAN** _____) (**Aadhaar No.** _____) son/daughter/wife of _____, by occupation _____ residing at _____ hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors or successors-in-interest and assigns) of the **One Part**;

And

_____ (**PAN** _____) a company existing under the provisions of the Companies Act, 2013 having its registered office at _____, Police Station _____, Post Office _____, Kolkata - _____ represented by one of its director _____, (**PAN** _____) (**Aadhaar No.** _____) son of Ravi Kumar Birla residing at _____ Police Station _____, Post Office _____, _____, hereinafter referred to as the “**Allottee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Other Part**:

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

Whereas:

- A. The Promoter is the absolute and lawful owner of the property described in **Schedule A** hereto (the “**Said Premises**”) vide several registered deeds of conveyances details of which are given in **Schedule B** hereto.
- B. The Said Premises is earmarked for the purpose of plotted development of a residential bungalow project comprising residential plots intended for construction of houses and/or farm houses including outhouses, car parking spaces and other areas and also the common areas required for beneficial use and enjoyment thereof being constructed and/or developed on a portion of the Said Premises and the said project as morefully described in the **Schedule D** hereunder written shall be known as “**Meraki Residences**” (“**Project**”).

- C. 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;
- D. The Promoter has obtained the final layout approvals for the Project (“**Plan**”) from the Hooghly Zilla Parishad. The Promoter agree and undertake that the Promoter shall not make any changes to these layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development Act 2016 (**Act**) and other Laws as applicable.
- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at West Bengal at _____ No. _____ on _____ under registration no _____.
- F. The Allottee had applied to the Promoter for allotment of a plot in the Project vide application No. [•] dated [•] on the terms and conditions recorded therein, and under the provisional allotment letter bearing No. [•] dated [•] the Allottee has been allotted one plot being no. _____ having area of _____ sq ft, more or less, as morefully described in **Schedule E** hereunder written (“**Plot**”) **along with** pro rata share in the common areas (“**Common Areas**”) (as defined under clause (n) of section 2 of the Act) all of the above are, hereinafter, collectively, referred to as the “**Said Property**”.

(OR)

The Allottee had applied to the Promoter for allotment of a plot being no. _____ having area of _____ sq ft, more or less, as morefully described in **Part - I** of **Schedule E** hereunder written (“**Plot**”) with one residential _____ storied farm house no. _____ having total carpet area of _____ sq ft, more or less, type _____ in block no _____ as morefully described in **Part - II** of **Schedule E** hereunder written (“**Farm House**”) in the Project vide application No. [•] dated [•] on the terms and conditions recorded therein, and under the provisional allotment letter bearing No. [•] dated [•] and has been allotted the said Plot as also the said Farm House **along with** pro rata share in the common areas (“**Common Areas**”) (as defined under clause (n) of section 2 of the Act) all of the above are, hereinafter,

collectively, referred to as the “**Said Property**”.

- G. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their mutual rights and obligations as detailed herein.
- H. The Parties have also gone through all the terms and conditions (including but not limited to the several representations and disclosures recorded herein) as set out in **Schedule F** to this Agreement (“**Additional Disclosures/Details**”) and have understood and accepted the contents of the said Schedule F and/or the said Additional Disclosures/Details and the rights and obligations of the Allottee vis a vis the Promoter pursuant to the said Additional Disclosures/Details.
- I. 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.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all the applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K. In accordance with and subject to the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Property as specified in Paragraph ‘G’ above.

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

1. Terms:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter, hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Property as specified in Paragraph ‘G’

above.

- 1.2 The total price for the Said Property is Rs. _____/- (Rupees _____) only (“**Total Price**”). Apart from the Total Price, deposits on various accounts shall also be payable by the Allottee (“**Deposits**”). The details of the Total Price as well as the Deposits are given below;

Price of Said Property	
Particulars	Amount
Total Price of the Said Property	
Total(A)	

Extra Charges	
Generator Power Backup (Rs. _____ per KVA) as per requirement	
Legal Charges (includes incidental expenses for causing registration twice)	
Reimbursement of electricity supply cost & Expenses for Electricity Infrastructure	
Total Extra Charges(B)	
Total (A+B)	

Interest Free Deposits	
Electricity Meter Deposit	
Maintenance Deposit	
Sinking Fund	
Municipal/Panchayat Tax Deposit	
Total Deposits (C)	
Total Amount Payable [A+B+C]	

GST Calculation (@ Current rates)		
Said Property price	_____%	
Extra Charges	_____%	
Total GST Payable (Subject to change)		

OUTFLOW SUMMARY	
Total Amount Payable	
Total GST Payable	
Total Outflow	

Explanation:

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

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 07 (Seven) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the Taxes paid or demanded (along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective, if required).
3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the concerned competent authority(ies) and/or any other increase in charges which may be

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

4. The Allottee shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
5. The Promoter may allow, at its sole discretion, a rebate for early payment of the installments payable by the Allottee, by discounting such early payments at the rate of [•]% ([•]percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal once granted to the Allottee by the Promoter.
6. It is agreed that the Promoter shall not make any additions and alterations in/to the Plan and/or the sanctioned plans, layout plans and amenities described therein in respect of the Said Property, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes for alterations as per the provisions of the Act.
- 1.7 [Applicable in case of allotment of Farm House] The Promoter shall confirm the final carpet area of the said Farm House that has been allotted to the Allottee after the construction is completed. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, within the defined limit then the Promoter shall refund the excess money paid by the Allottee within 45 (forty five) days with annual interest at the rate prescribed in the West Bengal Real Estate (Regulation and Development) Rules 2021 ("**Rules**"), from the date when such an excess amount was paid by the Allottee. If there is an increase in the carpet area, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement and in case the Total Price of the Farm House is lump sum then, and in such event, the amount payable by the Allottee for the excess carpet

area shall be decided mutually by and between the Parties herein.

1.8 Subject to para 9.3 below the Promoter agrees and acknowledges, that the Allottee shall have the right to the Said Property, as mentioned below:

- (i)The Allottee shall have exclusive ownership of the Said Property;
- (i)the Allottee shall have the right to use all such Common Areas along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use such Common Areas shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Promoter shall, if required or if so directed, convey the undivided proportionate title in the Common Areas to the association of allottees as provided in the Act (at Rs.... Subject, however, to all the owners of all the farm houses within the Farm House Zone unanimously agreeing to purchase such common areas and are ready to pay the entirety of the applicable stamp duty and registration charges and any other charges or taxes as applicable) on such transfer of Common Areas.
- (ii)The computation of the price of the Said Property includes recovery of price of land, construction of (not only the Farm House but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire fighting equipment, if any, in the Common Areas etc and includes cost for providing all other facilities as provided within the Project.

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

1.10 It is understood by the Allottee that the Resort Zone as defined in this agreement and also all other areas i.e. areas and facilities falling outside the Project, if there be any, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act 1972.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the properties within the Project to the allottees,

which the Promoter has collected from the allottees including, wherever applicable, land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, if any collected from the allottees and/or the Allottee herein including mortgage loan (of the Promoter) and interest on said mortgages or other encumbrances (caused by the Promoter), and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project and are created by the Promoter. If the Promoter fails to pay all or any of the outgoings collected by the Promoter from the allottees, (including the Allottee herein) or any liability, mortgage loan and interest thereon (which were caused/ created by the Promoter) before transferring the farm house to the allottees, then, and in such event, the Promoter agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken therefore by such authority or person.

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

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign

Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer/lease/ sub lease of immovable properties in India etc. and provide the 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

2. The Promoter accepts no responsibility in regard and 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 Property applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding, if any, in the Allottee's 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 Said Property to the Allottee and the Common

Areas in the manner provided in this agreement after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by the Allottee and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

6.CONSTRUCTION OF THE PROJECT

The Allottee has seen the specifications of the Said Property and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said Plan and/or such plans layout plans, floor plans and specifications. Subject to the terms in this Agreement, the 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 Kolkata Municipal Corporation Act 1980 and also the building rules made thereunder and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID PROPERTY

7.1 Schedule for possession of the Said Property: The Promoter agrees and understands that timely delivery of possession of the Said Property is the essence of this Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Said Property to the Allottee on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, Pandemic, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Property, 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 the Allottee 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 occupancy certificate from the competent authority shall offer in writing the possession of the Said Property, to the Allottee in terms of this Agreement to be taken within 1 (One month from the date of issue of such notice and the Promoter shall give possession of the Said Property to the Allottee. 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, (if any) as the case may be from the date of notice of possession by the Promoter to the Allottee requesting the Allottee to take possession of the Farm House.

7.3 Failure of Allottee to take Possession of the [Farm House/ Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2 above, the Allottee shall take possession of the Said Property 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 Said Property to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee – After obtaining the occupancy certificate and handing over physical possession of the Said Property to the Allottees, it shall be the responsibility of the Promoter to keep the necessary documents and plans unobliterated and in safe custody.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid by the Allottee for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Premises, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for

compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Said Property (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of the Promoter's 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 allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Property, 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 specified in the Rules for every month of delay, till the handing over of the possession of the Said Property.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- a. The Promoter has absolute, clear and marketable title with respect of the Said Premises, the requisite rights to carry out development upon the Said Premises and absolute, actual, physical and legal possession of the Said Premises for the Project.
- i. b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- ii. c. There are no encumbrances upon the Said Premises or the Project;
- iii. d. There are no litigations pending before any Court of law with respect to the Said Premises, Project;
- iv. e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Said Property are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Premises, Building, Said Property and the Common Areas;
- v. f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- vi. g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Premises, including the Project and the Said Property which will, in any manner, affect the rights of Allottee under this Agreement;
- vii. h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Property to the Allottee in the manner contemplated in this Agreement;
- viii. i. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Property to the Allottee;
- ix. j. The schedule property being the Said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property being the Said Premises;
- x. k. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
- xi. l. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Premises) has been received by or served upon the Promoter in respect of the Said Premises and/or the Project;
- xii. m. That the Said Premises is not a 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. a. The Promoter fails to provide ready to move in possession of the Said Property to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the properties shall be in a habitable condition which is complete in all respects;
- ii. b. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of the Promoter's registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Promoter under the conditions listed

above, the Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; 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 Said Property, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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 demands made by the Promoter as per the Payment Plan annexed hereto in the stipulated time, 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 Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Said Property in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID PROPERTY

The Promoter, on receipt of complete amount of the Price of the Said Property under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Said Property within 3 (three) months from the issuance of the occupancy certificate. In case, however, the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance

deed in Allottee's favour till full and final settlement of all dues and stamp duty and registration charges to the 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).

11.MAINTENANCE OF THE 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, if any. The cost of such maintenance has been included in the Total Price of the Said Property.

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 this 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, 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 (including the Allottee herein if so aggrieved) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14.RIGHT TO ENTER THE SAID PROPERTY FOR REPAIRS

The Promoter / maintenance agency /association of allottees, if any shall have rights of unrestricted access of the Common Areas only to the extent required for the beneficial use and enjoyment of the Allottee of the said Farm House and/or the Plot, as the case may be, for

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

15.USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the said 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 and/or the Plan. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use only by the Promoter and in case there be an association of allottees formed by the Allottees for rendering maintenance services under the relevant provisions mentioned in this agreement or if so directed, as the case may be.

16.GENERAL COMPLIANCE WITH RESPECT TO THE SAID PROPERTY:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Farm House and/or the Plot at the Allottees's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the common passages, circulation areas, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Farm House and keep the Farm House, 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. Farm House is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that the Allottee would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Farm House or anywhere on the exterior of the Project, buildings therein or the 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 Said Property or place any heavy material in the common passages of the Project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Farm House. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and in case there be an association of allottees formed by the Allottees for rendering maintenance services under the relevant provisions mentioned in this agreement or if so directed, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Said Property with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Allottee hereby undertakes that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over for occupation and use the Said Property and all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Said Property at the Allottees 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 and the Plan has been approved by the competent authority(ies) except for as provided in the Act.

19.PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

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

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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.

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 carpet area of the Farm House bears to the total carpet area of all the farm houses 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 Parties herein, in _____ 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 Sub-Registrar. Hence this Agreement shall be deemed to have been executed at___.

30.NOTICES

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

_____ Name of Allottee

(Allottee's Address)

(Allottee's email id)

M/s _____
Promoter name

_____ (Promoter's Address)

_____ (Promoter's email id)

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

31.JOINT ALLOTTEES

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

32.GOVERNING LAW

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

33.DISPUTE RESOLUTION

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

SCHEDULE A ABOVE REFERRED TO

(“SAID PREMISES”)

ALL THAT the _____ (_____) Bighas, more or less, of agricultural/ horticultural land, comprised in several dags in Mouzas _____, Pargana _____, Police Station _____, Sub-Registry _____, District _____, West Bengal, as per the land details given in **Schedule B** below and the entirety of the Said Premises is delineated on the Map or Plan annexed hereto, marked "**A**" and bordered "**RED**" thereon and butted and bounded as follows:

ON THE NORTH : By _____.

ON THE EAST : By _____.

ON THE SOUTH: By _____.

ON THE WEST: By _____.

SCHEDULE B ABOVE REFERRED TO

Sl. No.	Purchased from	Mouza	LR Dag No.	Purchased Area	Deed No. & Date	Registratio office
1.						
2.						

SCHEDULE C ABOVE REFERRED TO

(PAYMENT PLAN)

Sl. No.	Payment Milestone	% of Amount Payable	Amount (in Rs.) + GST as applicable
1	Booking	10% of (A)	
3	On Execution of Agreement	15% of (A)	
4	On completion of Plinth	15% of (A)	
5	On completion of Ground Floor Roof Casting	15% of (A)	
6	On completion of First Floor Roof Casting	15% of (A)	
	On completion of Brickwork	10%	
10	On completion of Flooring of the said Farm House	10% of (A)	
11	On completion of General Services or Residential Area	5% of (A)	
12	On Issuance of Possession Letter	5% of (A) + 100% of (B)**	

* **(A)** means payments due on account of Said Property + Extra Charges

** **(B)** means payments due on account of Total Deposits.

SCHEDULE D ABOVE REFERRED TO
(PROJECT)

ALL THAT the building complex commonly known as "**MERAKI**", comprised of the demarcated plots (with or without houses thereon) as delineated on the Map and known as "Meraki Residences" or Plan annexed hereto, marked "**A**" and bordered "**YELLOW**" therein and also the resort/hotel built on another demarcated portion thereof as delineated on the Map or Plan annexed hereto, marked "B" and bordered "**GREEN**" therein and also

comprises the common portions intended for beneficial use and enjoyment only of the demarcated plots/houses situated within the area and/or zone as delineated on the Map or Plan annexed hereto, marked "C" and bordered "**PINK**" therein and further comprised of the demarcated common portions intended for beneficial use and enjoyment of both the occupants of the resort/hotel as also for the use of the demarcated plots/houses as delineated on the Map or Plan annexed hereto, marked "D" and bordered "**BLUE**" thereon together with facilities and amenities comprised therein and/or appurtenant thereto.

SCHEDULE E ABOVE REFERRED TO
(SAID PROPERTY)
(PLOT)

ALL THAT the piece or parcel of "Commercial Bastu" land measuring _____ decimal (_____ sft.), more or less, being layout/ "Meraki Residences" plot no. _____ and being a divided and demarcated portion of the Said Premises described in the **Schedule A** hereinabove and delineated on the Map or Plan annexed hereto, marked 'A' and bordered '**VIOLET**' thereon, situated in Mouza _____, J.L. No. _____, Police Station _____, District _____ (or portion of Mouza _____, J.L. No. _____, and also portion of portion of Mouza _____, J.L. No. _____) as per details given below;

LR Dag No.	LR Khatian No.	Area (decimals/sq ft)

OR

SCHEDULE E ABOVE REFERRED TO
(SAID PROPERTY)
(PART I)
("PLOT")

ALL THAT the piece or parcel of "Commercial Bastu" land measuring _____ decimal (_____ sft.), more or less, being layout/ "Meraki Residences" plot no. _____ and being a divided and demarcated portion of the Said Premises described in the **Schedule A** hereinabove and delineated on the

Map or Plan annexed hereto, marked 'A' and bordered 'VIOLET' thereon, situated in Mouza _____, J.L. No. _____, Police Station _____, District _____ (or portion of Mouza _____, J.L. No. _____, and also portion of portion of Mouza _____, J.L. No. _____) as per details given below;

LR Dag No.	LR Khatian No.	Area (decimals/sq ft)

(PART – II)
(FARM HOUSE)

ALL THAT the two storied main residential building and/or independent residential house, having a carpet area of _____ Square Feet, corresponding to a built up area of _____ sq ft, more or less, delineated on the map or plan annexed hereto and marked "E" and bordered in colour "PURPLE" thereon and also **All That** the _____ storied outhouse building, if any, having a carpet area of _____ Square Feet, corresponding to a built up area of _____ sq ft, more or less, delineated on the map or plan annexed hereto and marked "E" and bordered in colour "ORANGE" thereon and also **All That** the [•] ([•]) number(s) of enclosed garage space for parking of car(s) owned by the Allottee within the said garage space having a carpet area of _____ Square Feet, corresponding to a built up area of _____ sq ft, delineated on the map or plan annexed hereto and marked "E" and bordered in colour "MAROON" thereon and all these calculated to have a total built up area of _____ sq ft, more or less, all lying constructed on the Plot as mentioned in Part I above **TOGETHER WITH** the easements and/or right of way appurtenant to the beneficial use and enjoyment thereof **AND TOGETHER WITH** all the facilities therein **AND FURTHER TOGETHER WITH** the right, in perpetuity, of ingress and egress through the common portions of the Project.

SCHEDULE F ABOVE REFERRED TO
(ADDITIONAL DISCLOSURES/DETAILS)

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

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

- I. The registration of this agreement is mandatory as prescribed under the provisions of the Act/Rules/Applicable Laws and the Allottee will be required to comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Allottee, this Agreement shall be deemed to have been cancelled and the consequences arising there from as mentioned in this Agreement will follow. In this regard it is agreed by the Allottee that in case the Promoter decides to cancel this Agreement for reasons mentioned in this Agreement, and in case the Allottee fails and/or neglects to rectify and/or remedy the breaches of the terms of this Agreement leading to such cancellation within a period of 30 days from the date of receiving communication in writing in this regard from the Promoter then, and in such event, the Promoter (subject, however, to the Promoter refunding to the Allottee the amounts due to be refunded to the Allottee under the provisions of this Agreement and/or the Acts and/or the Rules, as the case may be) shall be entitled to cancel this Agreement without any further reference to the Allottee and in case of such cancellation, the Allottee hereby unequivocally grants and/or shall be deemed to have granted a power of Attorney to the Promoter for signing the deed of cancellation of this agreement for and on behalf of the Allottee.
- II. It is agreed by the Allottee with the Promoter that no monetary adjustment shall be made for any reduction or increase, as the case may be, of upto an extent of 3% (three percent) of the Carpet Area vis a vis the Carpet Area of the Farm House mentioned in this Agreement and such 3% plus or minus shall and shall always be accepted by the Parties herein to be the "defined limit" as mentioned in clause 1.7 of this Agreement.
- III. The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that the stamp duty and registration fees for registration of the Said Property in favour of the Allottee shall be payable by the Allottee at actuals in addition to the Total Price mentioned under the head "Terms" in clause '1' above. The Allottee has further understood and unconditionally and unequivocally and/or categorically accepts that the stamp duty and registration fees will be payable on the market value of the Said Property to be calculated in the prescribed manner and the

Allottee shall accept the same and will pay such stamp duty and registration charges without any demur or protest.

- IV. The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that the maintenance and management of the Common Areas (which will and shall always deem to mean the facilities and amenities intended by the Promoter at its sole discretion for beneficial use and enjoyment only of the demarcated plots/houses situated within the area and/or zone as delineated on the Map or Plan annexed hereto, marked "C" and bordered "**PINK**" therein together with facilities and amenities comprised therein and/or appurtenant thereto ("**Farm House Zone**") and shall further comprise of the demarcated facilities and amenities intended by the Promoter at its sole discretion for beneficial use and enjoyment of both the occupants of units/farm houses within Farm House Zone and also the occupants of the resort/hotel as delineated on the Map or Plan annexed hereto, marked "D" and bordered "**BLUE**" thereon together with easements and restrictions required for beneficial use and enjoyment thereof and appurtenant thereto ("**Resort Zone**")) shall always remain with the Promoter and/or its nominee(s) and/or the nominated maintenance company as may be so decided by the Promoter. Provided always that the main gate for entry into the Project and also the roads exclusively meant for ingress and egress to the resort shall be and shall always be owned by the Promoter and/or shall always belong to the Resort Zone and the Allottee shall, to the extent required shall only have right of ingress and egress to and fro there from and the Allottee has understood the same and shall not raise any objection and/or stake and/or raise any claim of any nature whatsoever in this regard. Notwithstanding anything herein contained, the common areas shall always remain with the Promoter and the Allottee as also the allottees of the other farm houses will only have a right of use of the Common Areas provided in case all the villa owners request for transfer of such common areas comprised only within the Farm House Zone to a body of villa owners then, and in such event, the Promoter will transfer such common areas of Farm House Zone to the said body of villa owners but the costs of stamp duty, registration charge etc will be paid by the said body of villa owners. All the allottees of **all the properties** in the Project may, however, jointly, at any time, take over the maintenance and management of the Common Areas of the Project upon reasonable grounds being shown for such take over. The Promoter at its sole discretion, may also handover the maintenance and management

of the Common Areas of the Project, at a nominal consideration of Re.1/- (Rupee One) only, **SUBJECT HOWEVER TO** such terms and conditions as to use, enjoyment and/or maintenance as the Promoter may determine but not inconsistent with the provisions hereof provided however the stamp duty, registration charges and/or other charges, if any, for transfer of the Common Areas of the Project shall be borne and paid collectively by the allottees of the Project including the Allottees herein, as may be so applicable.

- V. The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that the taking over by the allottees of the Project of the maintenance and management of the Project shall be through the nominated maintenance company wherein the all the allottees of all the properties within the Project shall be issued shares proportionately and the share application money, if any, paid by them to the Promoter shall be utilised for subscription of the shares. The allottees of all the properties within the Project shall have voting rights in the said nominated maintenance company, in proportion to their respective share holdings and shall be entitled to control and manage the same in such manner as they deem fit and proper. The Promoter shall hold shares proportionately for the properties owned and/or belonging to the Promoter.
- VI.
- VII. The Promoter shall be entitled to obtain finance and/or loans and/or financial accommodations from any scheduled bank and/or financial institutions and/or NBFC's for the purpose of the construction and completion of the Project to the extent and within the provisions of the relevant laws provided, always that all such loans will be repaid by the Promoter without the allottee in any way responsible for the same and provided also that the Promoter shall ensure that the Said Property is free from all encumbrances of all and any nature whatsoever.
- VIII. The Common Areas within the Project shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoter for better use and enjoyment of the units within the Project and/or the Common Areas in the Project without, however, affecting the rights of the Allottee, prejudicially and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas and in this regard the allottee also

hereby grants and/or deemed to have granted an unconditional authority to the Promoter for making required applications and/or applications to the concerned authority (ies) for obtaining all consents and approvals for effecting such changes and/or sanctions from such authorities.

IX. The Allottee, if required by the Promoter or under the Act/Rules, as the case may be shall make all payments, in common with other Co-buyers of other farm houses in the Project in the proportion that the Carpet Area of the Farm House bears to the total Carpet Area of all the farm houses within the Project;

X. With regard to the Defect Liability of the Promoter as mentioned in clause 12 of this Agreement it is agreed and confirmed by and between the Parties hereto that the Promoter shall:

1. not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee and

in case the Allottee is agreeing to purchase the Farm House also along with the Plot then the Promoter shall:

2. not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

3. not be liable to rectify any defect occurring under the following circumstances:

(i) If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee has taken over possession of the Farm House. The Promoter will not take any responsibility of waterproofing, cracks or for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

(ii) If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of the Farm House unto the Allottee. The Promoter will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

(iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

(iv) If the Allottee after taking actual physical possession of the Farm House, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Farm House by making any changes in the Farm House, then for any defects like damp, hair line cracks,

breakage in floor marble and tiles or other defects arising as a direct or indirect consequence of such alterations or changes, the Promoter shall not be responsible;

(v) Different materials have different coefficients of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above will have to be rectified in the normal course of maintenance of the Project.

(vi) not be responsible for the defects in case the materials, fittings and fixtures provided by the Promoter are not used/ maintained by the Allottee or the Allottee's agents in the manner in which the same is required to be maintained or in case the annual maintenance charges to be paid for such materials, fittings and fixtures are not paid by the Allottee;

(vii) Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Farm House, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in Clause 12 of this Agreement.

(viii) not be allowed to use a hammer of any size or dimension in carrying out any internal work within the said Farm House and in case of violation of this condition the Allottee will be liable for all costs and consequences for such violation of this condition.

XI. THE ALLOTTEE SHALL:

(in case of Plot)

1. not sub-divide the Plot and/or any part or portion thereof;
2. not make any excavation in the Plot **SAVE** to the extent required for the beneficial enjoyment of the Plot.
3. Not make any changes to the Plot, outdoor space, semi opened spaces, etc.

(in case of Plot and Farm House)

1. not close or permit the closing of verandahs, exclusive terrace, if any, or lounges or balconies or lobbies and common parts or portions;
2. not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Farm House;
3. install grills, the design of which has not been suggested and/or

approved by the Promoter or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Farm House;

4. not use the Farm House or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to allottees/occupiers of other farm houses in the Project;
5. not keep in the garage space anything other than cars or two-wheeler or use the same for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
6. not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Farm House in any manner whatsoever;
7. not misuse or permit to be misused the water supply to the Farm House;
8. not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances in the Farm House;
9. not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
10. repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Farm House, at the cost of the Allottee.
11. ensure that the domestic help/service providers visiting the said Farm House use only the common toilets and while so using, keep the common toilets clean and dry.
12. not refuse or neglect to carry out any work directed to be executed in the Farm House after the Allottee has taken possession thereof, by a Competent Authority, or require or hold the Promoter liable for execution of such works;

(common in case of both)

1. co-operate with the other co-buyers and co-occupiers of other farm house owners and/or plot owners within the Project and also with the

Promoter in the management and maintenance of the Project and shall abide by the directions and decisions of the Promoter as may be made from time to time in the best interest of the Project;

2. pay to the Promoter damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Project, that has been caused by the negligence and/or willful act of the Allottee and/or any occupier of the Said Property and/or family members, guests or servants of the Allottee or such other occupiers of the Said Property;
3. not do or permit to be done any act or thing which may render void or voidable any insurance of the Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
4. not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Property in the compound or outdoor area of the Said Property or any portion of the Project other than in the area earmarked for the such purpose;
Allottee is not allowed to let out the Said Property
5. not build, erect or put upon the Common Areas any item of any nature whatsoever;
6. not use the Said Property for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
7. not make or permit any disturbing noises in the Said Property or allow the Allottee's family, invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the allottees/occupiers of other plots and/or farmhouses or hotel/ resort in the Project;
8. not park or allow its vehicle to be parked in the pathway or driveway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee, if any, or any other place specifically demarcated for the parking of the vehicles of visitors of allottees/occupiers of other farm houses in the Project;
9. not change/alter/modify the name of the Project from that mentioned in this Agreement;
10. not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Said Property and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;

11. not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Property and the Common Areas;
12. not install or keep or run any generator in the Said Property;
13. not smoke in public places inside the Project which is strictly prohibited and the Allottee and Allottee's guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
14. not pluck flowers or stems from the gardens or plants;
15. plant trees in the Said Property (subject to the terms and conditions to be so mutually agreed upon by and between the Parties hereto)
16. maintain and regularly prune the trees so planted so that the branches thereof do not encroach on the adjoining Country Homes.
17. not throw or allow to be thrown litter on the grass planted within the Project;
18. not trespass or allow to be trespassed over lawns and green plants within the Project;
19. not object to the Promoter putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
20. remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
21. not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Project.
22. Not object to the Promoter entering into agreements (on such terms and conditions and for such period as the Promoter shall decide) with the concerned service providers of the Promoter's choice of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter.
23. install air-conditioning units only at the designated places/ as constructed /approved by the Promoter.
24. not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter;
25. not obstruct the Promoter (upon formation) in their acts relating to the Common Areas, amenities and facilities.

26. be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Said Property in the records of the concerned authorities within a period of three (3) months and shall keep the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;
27. not make any alterations in the Said Property without obtaining prior approval of the Promoter.

XII. NOMINATION BY ALLOTTEE WITH CONSENT:

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

- (a) The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.
- (b) The Allottee cannot nominate any third party before the expiry of a period of 12 (Twelve) months from the date of this Agreement.
- (c) In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.
- (d) The Allottee shall pay a sum calculated @ 4% of the Total Price of the Said Property as mentioned in this Agreement or the **Nomination Price** whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. The nomination fees, however, shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees (in addition to the nomination charges). Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that the Allottee shall not be entitled to

nominate or assign the Allottee's rights under this Agreement save in the manner indicated above.

IN WITNESS WHEREOF Parties herein above named have set and subscribed their respective hands and seals in the presence of attesting witness, on the day month and year first above written:

**SIGNED AND DELIVERED BY
THE WITHIN NAMED PROMOTER:**

1.

2.

**SIGNED AND DELIVERED BY
THE WITHIN NAMED ALLOTTEE:**

1.

2.

Drafted By:

=====
DATED THIS DAY OF 2023
=====

...PROMOTER

AND

...ALLOTTEE

AGREEMENT FOR SALE

**C.P. KAKARANIA
10, OLD POST OFFICE STREET
ROOM NO. 96, THIRD FLOOR,
KOLKATA- 700001**