

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") executed on this ____day of _____, 2023

By and Between

(1) **MR. ASHOK KUMAR BOTHRA (PAN NO. ADHPB6473E), (AADHAAR NO. 6813 9416 6843), (MOBILE NO. +91-9830416551)**, son of Late Chhatrapati Bothra alias Chhatrapati Bothra, by faith - Hindu, by nationality Indian, by occupation - Business, **AND (2) MRS. KUSUM BOTHRA (PAN NO. AEAPB1205Q), (AADHAAR NO. 3542 8722 7597), (MOBILE NO. +91-9330589979)** wife of Mr. Ashok Kumar Bothra, by faith - Hindu, by nationality Indian, by occupation – housewife, both are residing 33, Bondel Road, Karaya, Post Office - Ballygunge, Police Station - Karaya, Kolkata – 700 019, District – South 24 Parganas, represented by its constituted attorney **SRIJI NPR REALTY LLP (PAN NO. ABMFM8883A)**, a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008 having its principal place of business at “Biowonder”, 14th Floor, Unit No. 1402, 789, Anandapur, Post Office - Anandapur, Police Station - Anandapur, Kolkata – 700107, District- South 24 Parganas, represented through its authorised signatory, **MR. _____ (PAN NO. _____) (AADHAAR NO. _____), (MOBILE NO. +91-_____)**, son of Mr. _____, by faith - _____, by nationality _____, by occupation – _____, residing at _____, hereinafter referred to as the “**Owner**” (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 **First Part**;

And

SRIJI NPR REALTY LLP (PAN ABMFM8883A), a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008, having its principal place of business at “Biowonder”, 14th Floor, Unit No. 1402, 789, Anandapur, Post Office - Anandapur, Police Station - Anandapur, Kolkata – 700 107, District- South 24 Parganas, represented through its authorised signatory, **MR. _____ (PAN NO. _____) (AADHAAR NO. _____), (MOBILE NO. +91-_____)**, son of Mr. _____, by faith - _____, by nationality _____, by occupation – _____, residing at _____, hereinafter referred to as the “**Promoter**” (which expression shall mean and include its successors-in-interest and/or assigns) of the **Second Part**;

And

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

Or

[•](CIN/LLPIN [•];Income Tax PAN: [•]), a company existing under the provisions of the Companies Act, 2013/a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008,having its registered office at [•], Police Station [•]andPost Office [•], represented by one of its directors/ designated partners,**Mr./Ms.[•]** (Income Tax PAN [•]; Aadhar No. [•] and Mobile No. +91-[•]), son/wife of [•], working for gain at [•], Police Station [•] and

Post Office [•], hereinafter referred to as the “**Allottee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Third Part**:

Or

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

Or

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

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

Whereas:

- A.** The Owner is the absolute and lawful owner of the property described in **Schedule A** hereto (the “**Said Premises**”) as per the devolution of title of the Said Premises as more fully described in the **Schedule B** hereto.
- B.** By and under a development agreement dated the 25th day of August 2021, registered in the office of D.S.R.-II, South 24 Parganas, West Bengal, recorded in Book no. I, Volume no. 1602-2021, Pages from 273423 to 273471, being No. 160206852 for the year 2021 (“**Development Agreement**”), the Owner herein, in lieu of the consideration recorded therein, granted in favour of the Promoter herein, *inter alia*, the sole and exclusive right to develop and deal with the Said Premises amongst several other rights, powers and authorities granted thereunder.
- C.** In terms of the said Development Agreement the Owner has granted a power of attorney dated the 4th day of September, 2021, registered in the office of D.S.R.-II, South 24 Parganas, West Bengal recorded in Book No. I, Volume No. 1602-2021, Pages from 301096 to 301126, being No. 160207242 for the year 2021, (the “**POA**”) to the Promoter to enable the Promoter to do various work for development of the Said Premises.
- D.** The Said Premises is earmarked for the purpose of building a residential project comprising multistoried apartment building(s) including car parking spaces and other

areas and also common areas and the said project shall be known as "**THE AVALON HEIGHTS**" ("**Project**").

- 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 Promoter has obtained the final layout approvals for the Project ("**Plan**") from the Rajpur-Sonarapur Municipality. The Owner and the Promoter agree and undertake that they 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.
- G. 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 _____.
- H. The Allottee had applied to the Promoter for allotment of a residential flat 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 residential Flat No. _____ having Carpet Area of _____ sq. ft. more or less, type _____ on the _____ floor in the Project as morefully described in **Part - I of Schedule C** hereunder written ("**Flat**") **along with** the permission to park medium sized light motor vehicles/cars (as a facility and/or benefit attached with the flat without charging any consideration) to be earmarked and/or identified and/or designated by the Promoter in due course as permissible under the applicable law(s) to be considered and/or always to be considered as 'limited common area' with the meaning of the West Bengal Apartment Ownership Act 1972 as stated in **Part – II of Schedule C** hereunder written (collectively "**Car Parking Space**") **along with** pro rata share in the common areas as defined under clause (n) of section 2 of the Act ("**Common Areas**") all of the above are, hereinafter, collectively, referred to as the "**Apartment**" and more particularly described in **Part - II of Schedule C** hereunder written and the floor plan of the said Flat is annexed hereto and marked as **Schedule D** hereunder written.
- I. 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.
- J. 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 and/or the Owner pursuant to the said Additional Disclosures/Details.
- 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 the applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. 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 Apartment as specified in Paragraph 'H' 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 Apartment as specified in Paragraph 'H' above.
- 1.2 The total price for the Flat based on the Carpet Area is **Rs. _____/- (Rupees _____)** only (the "**Total Price**"). Apart from the Total Price, extra charges ("**Extra Charges**"), deposits ("**Deposits**") and Taxes on various account shall also be payable by the Allottee. The details of the Total Price as well as the Extra Charges and Deposits are given below;

PARTICULARS	AMOUNT (RS.)	TOTAL AMOUNT (RS.)
A) Total Price		
Consideration of the Flat		
Add: G.S.T @5%		
Total Price		
B) Extra Charges (Non-Refundable) @250/- Per Sq. Ft.		
(Generator Backup, Mutation Facilitation Charges, Amenities Charges, Association Formation Charges, Legal Fees, Documentation Charges, Electricity- Cabling and/or Transformer Charges)		
Add: G.S.T @18%		
Total Extra Charges		
C) Deposits		
Common Expenses Deposit @35/- per Sq. Ft.		
Municipal Tax Deposit @35/- per Sq. Ft.		
Total Deposit		

Total Amount payable (A + B + C)		
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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 excludes Extra Charges, Deposits and Total Taxes (consisting, *inter alia*, of tax paid or payable by the Promoter by way of 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 Apartment. It is clarified that the total amount payable as stated above is negotiated and arrived at on the basis of the Carpet Area of the Flat and is exclusive of the amounts payable towards Mutation Fees payable to Rajpur-Sonarpur Municipality which will, be payable on actuals, electricity meter deposit payable to WBSEDCL as and when demanded by the authorities in due course which will also be payable on actuals and is also exclusive of the applicable stamp duty, registration fees, miscellaneous costs and expenses associated with registration of document(s) 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, 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 pro rata share in the Common Areas;
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the concerned competent authority(ies) and/or any other increase in charges which may be levied or imposed by the concerned competent authority(ies) from time to time. The 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.
- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule E** (“**Payment Plan**”).
- 1.5 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 [8]% (Eight 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.

- 1.6 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 specifications and the nature of fixtures, fittings and amenities described therein in respect of the Flat, Car Parking Space and/or the Building, as the case may be, without the previous written consent of the Allottee. Provided that the 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 The Promoter shall confirm the final carpet area of the said Flat that has been allotted to the Allottee after the construction of the concerned building of the Project is complete and the completion certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the 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 Apartment is lump sum then, and in such event, the amount payable by the Allottee for the excess carpet area shall be decided on the basis of the price at which the flats have been agreed to be sold by the Promoter in the last month preceding the month in which the excess carpet area has been so determined by the Promoter.
- 1.8 Subject to para 9.3 below the Promoter agrees and acknowledges, that 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 the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall 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 convey the undivided proportionate title in the Common Areas to the association of allottees as provided in the Act.

- iii) The computation of the price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and 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 Flat and the Car Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Said Premises and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the 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 outgoing before transferring the physical possession of the Flat 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, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project. If the 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 before transferring the flat 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 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 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 10% (ten percent) of the Total Price shall be and shall always be treated and/or be deemed to be the "**Booking Amount**" within the meaning of the Act and/or the Rules. Provided that if the Allottee delays in payment towards any amount, which is payable, the Allottee shall be liable to pay interest at the rate as specified in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement, and the 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 the account as may be so designated by the Promoter. All payments shall be ' ', payable at Kolkata.

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer/lease/ sub lease of immovable properties in India etc. and provide the 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.
- 3.2 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 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 PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the said Flat, if any, in the Allottee's name 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 Flat and the Car Parking Space to the Allottee and the Common Areas to the association of the allottees

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 E ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment 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 Concerned Authorities and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT AND THE CAR PARKING SPACE

7.1 Schedule for possession of the Flat and the Car Parking Spaces: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of this Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment to the Allottee on 31/03/2028, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the 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 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 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. 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 7 (seven) days of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of Flat and the Car Parking Space: Upon receiving a written intimation from the Promoter as per clause 7.2 above, the Allottee shall 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.

7.4 Possession by the Allottee – After obtaining the occupancy certificate and handing over physical possession of the Apartment 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 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 without any interest thereon.

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 Apartment (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 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 specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i)** The Owner 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.
- 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 Premises or the Project;
- iv)** There are no litigations pending before any Court of law with respect to the Said Premises, Project or Apartment;
- v)** All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Apartment 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 and Apartment and the Common Areas;
- vi)** 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;
- vii)** 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii)** The Promoter confirms that the Promoter is 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;
- x)** 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;
- xi)** 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;
- 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 Premises) has been received by or served upon the Owner and/or the Promoter in respect of the Said Premises and/or the Project;
- xiii)** 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) The 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 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 Apartment, 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 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 two 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 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 Apartment 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 APARTMENT

The Promoter, on receipt of complete amount of the Price of the Said Apartment under the Agreement from the Allottee, 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 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 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 has been included in the Total Price of the Said Apartment. The cost of maintenance beyond the issue of completion certificate shall, however, be payable by the Allottee on and from the date intimated by the Promoter. After obtaining the occupancy certificate, to be date from which maintenance charge will be payable by the Allottee to the Promoter.

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 Apartment 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 maintenance agency appointed or the association of allottees (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 maintenance agency or the association of allottees from time to time.

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

The Promoter/maintenance agency/association of allottees 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 Flat and the said Car Parking Space, as the case may be, for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the 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 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 by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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 Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment 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. The Allottee further undertakes, assures and guarantees that the Allottee would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or the 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 Flat. 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 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 THE ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Allottee hereby undertakes that the Allottee

shall comply with and carry out, from time to time after the Allottee has taken over for occupation and use the said Apartment all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Said Apartment at the Allottees own cost.

18. ADDITIONAL CONSTRUCTIONS

The 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 Apartment and the Building in which the Said Apartment is situated and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the Said Apartment 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 to the extent not contrary and/or inconsistent to/with the Act and/or to/with the rules and/or to/with any other applicable laws (including those, if any, in supersession 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 Apartment as the case may be.

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

The 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 Flat bears to the total carpet area of all the flats in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at the Project site as may be so determined by the Promoter 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 Promoter's Office or at the Project site as may be so determined by the Promoter .

30. NOTICES

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

_____ **(Name of Allottee)**

_____ **(Allottee's Address)**

_____ **(Allottee's email id)**

Mr. Ashok Kumar Bothra & Mrs. Kusum Bothra (Owner name)

**33, Bondel Road, Karaya, Post Office - Ballygunge,
Police Station - Karaya, Kolkata – 700 019,
District – South 24 Parganas (Owner's Address)**

oshyan_merc@yahoo.co.in (Owners Email ID)

Sriji NPR Realty LLP (Promoter Name)

**“Biowonder”, 14th Floor, Unit No. 1402,
789, Anandapur, Post Office - Anandapur,
Police Station - Anandapur, Kolkata – 700 107,
District- South 24 Parganas, (Promoter's Address)**

theavalonheights@srijigroup.com (Promoter's email id)

It shall be the duty of the Allottee, the Owner 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.

34. OTHER TERMS AND CONDITIONS/CONTRACTUAL UNDERSTANDING

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

Schedule A above referred to

(“Said Premises”)

ALL THAT the piece and parcel of land measuring **1 Bigha 13 Cottah 3 Chittack and 33 Sq. Ft. (55 Decimal)** more or less, lying and situated at **Premises No. 222, Mahamayatala, Kolkata – 700 084, in Ward No. 28, Mouza – Barhans Fartabad, J.L. No. 47, Police Station - at present Narendrapur (previously Sonarpur), Post Office – Garia, District – 24 Parganas (South), comprised in R.S. Dag No. 508, 509, 514, 515, 516, 517 and 518, R.S. Khatian No. 519, 746, 886, as delineated in “RED” border on the plan annexed hereto and together with all rights advantages, privileges and easements appurtenant thereto and butted and bounded and as follows;**

On the North	:	Holding No. 307, Garia Main Road
On the South	:	Holding No. 423, Garia Main Road
On the East	:	Holding No. 550, Mondal Para Road
On the West	:	Holding No. 83, 85, 41, Garia Main Road

Schedule B above referred to

1. By a Deed of Conveyance dated 22.04.1981 registered in the office of Registrar of Assurances, Kolkata, in Book No. 1 Volume No. 183, Pages 74 to 79 being no. 3358 for the year 1981 between Bothra Synthetic Products, a partnership firm as the purchaser and Geeta Devi Mundhra and her three sons as the seller, land measuring 6 Cottah (.10 Acres), more or less, comprised in CS Dag No. 502 (Eastern Portion) under CS Khatian No. 685 with one shed and with boundary wall was purchased (the "**First Property**").
2. By a deed of conveyance dated 17th September 1981 registered in the office of Registrar of Assurances, Kolkata, in Book No. 1 Volume No. 386, Pages 81 to 86 being no. 8207 for the year 1981 between Madan Chandra Bothra as the purchaser and Ram Ratan Mundhra and Sohan Lal Mundhra as the seller, "factory land with structures" measuring 96 decimal, more or less was purchased (the "**Second Property**").
3. By a Deed of Conveyance dated 30.05.1990 registered in the office of ADSR, Sonarpur, in Book No. 1 being no. 3944 for the year 1990 Sushila Bothra and Kusum Bothra purchased from Santosh Kumar Sardar as the seller, land measuring 9 cottah, 1 chittack and 23 sq.ft. (15 decimal) comprised in CS Dag No. 499 under CS Khatian no 1127 (the "**Third Property**").
4. Mr Madan Chandra Bothra since deceased bequeathed and gave the land measuring 59 cottahs 9 chhittacks (.96 decimals) to his nephews Sri Pratap Singh Bothra and Sri. Ashok Kumar Bothra by a will dated 27th November, 2002. The probate of the said will was duly granted by the Hon'ble High Court, Calcutta in P.L.A No. 309 of 2004.
5. The owners of First Property, Second Property and the Third Property (collectively the "**Property**"), in due course, was put in a common hotchpotch. After the Property was put in the common hotchpotch the said Property are deemed to be jointly owned by Pratap Singh Bothra, Smt. Sushila Bothra, Ashok Bothra and Smt Kusum Bothra in equal shares.
6. By a deed of partition dated 23rd October, 2008 registered in the office of Additional Registrar of Assurances – I, in Book No – I, CD Volume No 25, Pages from 61 to 83, being No. 11239 for the year 2009 Sri Pratap Singh Bothra and Smt. Sushila Bothra became the sole and absolute owner of 1 Bigha 17 Cottah 6 Chittacks and 21 sqft lying and situated in Mouza – Barhans Fartabad, P.S. Sonarpur, Sub – Registration Office – Baruipur, District – 24 Parganas (South), comprised in C.S. Dag No. 499, 502, 509, 510, 511, 512, 513, 514 and 515 and Sri Ashok Kumar Bothra and Smt Kusum Bothra became the sole and absolute owner of the Said Premises.

Schedule C above referred to

**Part I
(Flat")**

ALL THAT the residential flat and/or apartment being No.____ on the ____ floor of the building popularly known as "**THE AVALON HEIGHTS**" to be/under construction on the land comprised within the Said Premises, having a carpet area of _____ sq. ft. more or less, with the respective areas of the balcony/verandah and the open terrace, if any, being respectively ____ sq. ft. more

or less, and _____ sq. ft. more or less, and as shown in **RED** colour on the plan annexed hereto being Schedule D herein below **together with** the rights, advantages and privileges appurtenant thereto, aggregating to a built-up area of _____ sq. ft. more or less, and thus aggregating to the "super built-up area" of _____ sq. ft., more or less, which super built up area is to be considered only for calculation of the applicable stamp duty and registration charges and also for calculation of maintenance charges payable by the Allottee for the Flat and/or the Apartment .

Part-II

("Car Parking Space")

ALL THAT the permission to park ____ (____) number(s) of medium sized light motor vehicles/cars (as a facility and/or benefit attached with the Flat without charging any consideration) to be earmarked and/or identified and/or designated by the Promoter in due course as permissible under the applicable law(s) to be considered and/or always to be considered as 'limited common area' within the meaning of the West Bengal Apartment Ownership Act 1972 in the building popularly known as "**THE AVALON HEIGHTS**" to be/under construction on the land comprised within the Said Premises together with the easements and/or right of way appurtenant to the beneficial use and enjoyment of the all of such parking space(s).

Part-III

("Apartment")

ALL THAT the Flat as morefully described in Part I of Schedule C herein above **as also** the Car Parking Space as morefully described in Part II of Schedule C herein above **along with** the undivided pro rata share of the Allottee in the Common Areas **together with** all right, advantages, easements and privileges appurtenant thereto. .

Schedule D above referred to

ALL THAT the plan annexed hereto showing in **RED** border the location of the Flat (which Flat is described Part I of Schedule C herein above) in the Project known as "**THE AVALON HEIGHTS**" being constructed on the land comprised within the Said Premises and which plan is to be treated as part and parcel of this agreement.

Schedule E above referred to

(Payment Plan)

MILESTONE FOR PAYMENT	% of payable Amt.	Flat Value (RS.) (Incl. G.S.T) (A)	Extra Charges (RS.) (Incl. G.S.T) (B)	Deposit (RS.) (Excl. G.S.T) (C)	
<i>On Booking/ Expression of Interest</i>					
<i>On Allotment (Less the Booking/EOI Amount)- within 7 days from Booking</i>	10%				
<i>Within 15 days from Execution of Agreement</i>	15%				
<i>On or before Completion of Pilling</i>	15%				
<i>On or before Completion of Foundation</i>	15%				
<i>On or before completion of the Ground floor</i>	10%				
<i>On or before Roof Casting of the 2nd floor</i>	5%				
<i>On or before Roof Casting of the 4nd floor</i>	5%				
<i>On or before Roof Casting of the 6th floor</i>	5%				
<i>On or before Roof Casting of the 8th floor</i>	5%				
<i>On or before Roof Casting of the 10th floor</i>	5%				
<i>On or before Roof Casting of the 11th floor</i>	5%				
<i>On or before hand over Possession for Fit outs/Interior works or registration of the conveyance deed, whichever be earlier</i>	5%				
Amount payable towards Said Flat and Extra Charges (As mentioned in 'A' & 'B' above)	100%				
<u>Deposits (As mentioned in 'C' above)</u>	100%				
<i>On or before hand over Possession for Fit outs/ Interior works or registration of the conveyance deed, whichever be earlier</i>					
TOTAL AMOUNT PAYABLE (A+B+C)					

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 APARTMENT:

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whose hands the Apartment 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 therefrom 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 Flat 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 Apartment 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 super built up area of the Flat and the prescribed area of the Car Parking Space and the Allottee shall accept the same and will pay such stamp duty and registration

charges without any demur or protest.

- IV) The Deposits as mentioned in 1.2 above will be held by the Promoter till the same, as applicable and subject to such deductions/ adjustments as may be determined by the Promoter, are transferred to the association of allottees or are made over to anybody/authority/entity, statutory or otherwise, at such time as the Promoter may so determine.
- V) The Extra Charges as mentioned in 1.2 above shall mean each of the non-refundable extra amounts payable and/or reimbursable by the Allottee on non-refundable basis to the Promoter and/or to the other entities *inter alia* towards any extra charges, in addition to the extra charges as stated above all charges/fees payable towards/in lieu of having regularized any deviations in the construction from the sanctioned plan(s) shall be payable by the Allottee proportionately or wholly, as the case may be, as stipulated in the relevant statute governing the same. In addition, stamp duty and registration fees, incidental charges for registration of Sale Agreement and Sale Deed etc. to be paid by the Allottee at actuals, each as determined by the Promoter at its sole and absolute discretion together with the applicable taxes thereon.
- VI) It is agreed that all reference for payment of interest on amounts due as mentioned in this Agreement shall mean interest at the rate prescribed from time to time in the rules, such rate on the date of execution of this Agreement shall be the prime lending rate (or equivalent thereof by whatever name called from time to time) of the State Bank of India plus 2% (two percent).
- VII) The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that even though the possession of the Apartment may be handed over by the Promoter to the Allottee under the terms of this Agreement there may still be some work left to be completed in some portions of the Common Areas which will be completed in due course of time even after receipt of the Completion Certificate of the Project. In this regard the Allottee has further understood and further unconditionally and unequivocally and/or categorically accepts that the Project shall be considered to be completed and the Allottee shall not raise any claim of any nature whatsoever regarding timeline for completion of the Project or on any other ground whatsoever in this regard
- VIII) The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that the "title" of the entirety of the Common Area or as provided in this Agreement is to be conveyed/transferred to the association of Allottees as provided for in the Act and/or the Rules as also in clause 1.8 (ii) above in due course of time. The Allottee, hereby, unconditionally and unequivocally agree and confirm that the Allottee shall, upon receiving a request from the Promoter shall sign such deed of conveyance and/or give unconditional and unequivocal consent for

such transfer of Common Area to the association and the allottee also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Allottee to the Promoter. The Allottee further unconditionally confirms to bear the proportionate costs towards stamp duty and registration charges if so required to be proportionately borne and paid by the Allottee at the time of such transfer. This obligation of the Allottee, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Allottee in due course of time as and when required and shall be and shall always be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Allottee.

- IX) 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 Apartment is free from all encumbrances of all and any nature whatsoever.
- X) The proposed building and/or building within the Complex and/or the Project and also the Common Areas which are to be comprised within the Project shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoter and/or by the architect for better use and enjoyment of such buildings and/or the Complex and/or 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.
- XI) 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 constructed spaces in the Project in the proportion that the Carpet Area of the Flat bears to the total Carpet Area of all the flats within the Project;
- XII) The Allottee has made himself aware of the parking scheme sanctioned by the Municipality and the Allottee unconditionally and unequivocally and/or categorically accepts the right of the Promoter to give permission to park vehicles/cars in the sanctioned covered and open areas (as a facility and/or benefit attached with the Flat without charging any consideration) and also accepts the right if the Promoter to earmark and/or identify and/or designate the location of the said Parking Spaces in

due course;

XIII) The Defect Liability of the Promoter as mentioned in clause 12 of this Agreement 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.
2. not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.
3. not be liable to rectify any defect occurring under the following circumstances:
 - i. If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee has taken over possession of the Apartment. The 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 Apartment 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 Flat, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Flat by making any changes in the Flat, then for any defects like damp, hair line cracks, breakage in floor marble and tiles or other defects arising as a direct or indirect consequence of such alterations or changes, the Promoter shall not be responsible;
 - v. Different materials have different coefficient of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above will have to be rectified in the normal course of maintenance of the Building without the Promoter being made responsible in this regard.
 - 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 Flat, 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 Flat and in case of violation of this condition the Allottee will be liable for all costs and consequences for such violation of this condition.

XIV. THE ALLOTTEE SHALL:

1. cooperate with the other co-buyers and co-occupiers of the constructed spaces/units within the Project, the Promoter and/or the association of allottees, as the case may be, in the management and maintenance of the Apartment, building and the Project and shall abide by the directions and decisions of the Promoter and/or the association of allottees, as the case may be, as may be made from time to time in the best interest of the Flat, Building and/or the Project;
2. pay to the Promoter or the association of allottees, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or willful act of the Allottee and/or any occupier of the Flat and/or family members, guests or servants of the Allottee or such other occupiers of the Flat;
3. use only the allotted slot of the parking as would be earmarked in due course by the Promoter for exclusive use of the Allottee and not to use or park vehicles in any other slot within the Project.
4. not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Said Premises and the Building in which the Flat is situated, other than in the area earmarked for the such purpose;
5. notify the Promoter or the association of allottees, as the case may be, in case the Allottee lets out the Flat, of the tenant's/transferee's details, including address, email-id and telephone number;

6. not sub-divide the Flat and/or any part or portion thereof;
7. not close or permit the closing of verandahs, exclusive terrace, if any, or lounges or balconies or lobbies and common parts or portions;
8. not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Flat;
9. 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 Building;
10. not build, erect or put upon the Common Areas any item of any nature whatsoever;
11. not use the Flat or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to allottees/occupiers of other flats in the Project;
12. not use the Flat for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
13. not make or permit any disturbing noises in the Flat or allow the Allottee's family, invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the allottees/occupiers of other flats in the Project;
14. not keep in the Car Parking Space anything other than cars or two-wheeler or use the same for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
15. not park or allow its vehicle to be parked in the pathway or open spaces (except sanctioned parking) in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee, if any, or any other place specifically demarcated for the parking of the vehicles of visitors of allottees/occupiers of other flats in the Project;
16. not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
17. not misuse or permit to be misused the water supply to the Flat;

18. not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
19. 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 Flat 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;
20. not carry on or cause to be carried on any obnoxious or injurious activity in or through the Flat, the garage or parking space, if any, and the Common Areas;
21. 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;
22. not install or keep or run any generator in the Flat;
23. 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;
24. not pluck flowers or stems from the gardens or plants;
25. not throw or allow to be thrown litter on the grass planted within the Project;
26. not trespass or allow to be trespassed over lawns and green plants within the Project;
27. not overload the passenger lifts and shall move goods only through the staircase of the Building;
28. not use the elevators in case of fire;
29. not object to the Promoter and the association of allottees putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
30. 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 and/or the association of allottees, as the case may be;
31. 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;

32. remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
33. not refuse or neglect to carry out any work directed to be executed in the Building or in the Flat after the Allottee has taken possession thereof, by a Competent Authority, or require or hold the Promoter liable for execution of such works;
34. not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
35. 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.
36. install air-conditioning units only at the designated places/ as constructed /approved by the Promoter.
37. repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Flat, at the cost of the Allottee.
38. ensure that the domestic help/service providers visiting the said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
39. not obstruct the Promoter/ association of allottees (upon formation) in their acts relating to the Common Areas, amenities and facilities.
40. be liable and responsible to cooperate with the Promoter in application and obtaining the mutation of the Flat 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;

XIV. NOMINATION BY ALLOTTEE WITH CONSENT:

The Allottee admits and accepts that after the Lock in period, as mentioned below, and before the execution and registration of conveyance deed of the said Apartment, the Allottee (subject to the following conditions) will be entitled to nominate, assign and/or transfer the Allottee's right, title,

interest and obligations under this Agreement subject, however, to the nominee agreeing to strictly adhere to the terms of this Agreement

- (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 @ 2% of the Total Price of the Apartment 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. 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 the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

EXECUTED AND DELIVERED

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

1.

2.

EXECUTED AND DELIVERED

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

1.

2.

EXECUTED AND DELIVERED

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

1.

2.

Drafted By:

C.P. Kakarania

Advocate, High Court, Calcutta