

**AGREEMENT FOR SALE**

**ANNEXURE 'A'**

[See rule 9]

**AGREEMENT FOR SALE**

- (1) **M/S SKYRISE CONSTRUCTION**, (PAN – APSPS1079J), a Proprietor Firm, having its office at 130E RAJA SUBODH CHANDRA MULLICK ROAD, P.S.- Jadavpur thereafter Patuli now Netaji Nagar Kolkata-700047 , represented by its Proprietor SRI. SUKDEB SAHA (PAN- APSPS1079J) son of Late Benimadhab Saha by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 6/6A Netaji Nagar, P.O.- Regent Estate, P.S.- Jadavpur thereafter Patuli now Netaji Nagar, Kolkata-700092 , hereinafter called and referred to as the “OWNER / VENDOR” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, excutors, successors, administrators, legal representatives and assigns) of the FIRST PART.

AND

- (1) SRI ..... (PAN – .....), (AADHAAR NO. ....), son of Sri ..... by occupation – Service, and (2) SMT. .... (PAN – .....), (AADHAAR NO. ....) wife of Sri ..... by occupation – ....., both by caste – ....., both by Nationality – Indian and both are residing at ....., hereinafter jointly and collectively called and referred to as the “PURCHASERS” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

**WHEREAS:**

- A. \_\_\_\_\_ (“Owner”) is the absolute and lawful owner of [Please insert land details as per laws in force] \_\_\_\_\_ totally admeasuring \_\_\_\_\_ square meters situated at \_\_\_\_\_ in Mouza, Block & District (“Said Land”) vide sale deed/ lease deed(s) dated \_\_\_\_\_ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance \_\_\_\_\_ in Book No \_\_\_\_\_ Voucher No. \_\_\_\_\_ Pages from \_\_\_\_\_ to \_\_\_\_\_ bearing being No \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ year \_\_\_\_\_, [details about how the property got vested onto the current owner shall be mentioned here]
- B. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated \_\_\_\_\_ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance \_\_\_\_\_ in Book No \_\_\_\_\_ Voucher No. \_\_\_\_\_ Pages from \_\_\_\_\_ to \_\_\_\_\_ bearing being No \_\_\_\_\_ of the year \_\_\_\_\_
- C. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising \_\_\_\_\_ multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as ' \_\_\_\_\_ ' (“Project”);
- D. The Owner/ Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner/ Promoter regarding the said land on which Project is to be constructed have been completed;
- E. The \_\_\_\_\_ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated bearing no. \_\_\_\_\_;

- F. The Promoter has obtained the final layout plan approvals for the Project from \_\_\_\_\_ [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_; on \_\_\_\_\_ under registration
- H. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area \_\_\_\_\_ of square feet, type on \_\_\_\_\_ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. \_\_\_\_\_  
[Please enter any 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 applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/closed parking (if applicable) as specified in paragraph G;

**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: [Terms definition and interpretations mentioned hereafter are merely to be treated as draft and illustration purpose; terms definition and interpretations may vary in actual agreement as per requirements in reality, however that shall not be inconsistent or anyway be detrimental to the provisions of this Act and core spirit of this deed]**

**I. TERMS:**

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

1.2 The Total Price for the Apartment based on the carpet area is Rs. \_\_\_\_\_

\_\_\_\_\_ (Rupees

\_\_\_\_\_ only ("Total Price") (Give break up and description):

Block/Building/Tower no. _____ Apartment no. _____ Type <u>Residential</u> Floor _____	Rate of Apartment per square feet*

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\*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking -	Price for
Garage/Closed parking -	Price for

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, 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) up to the date of handing over the possession of the [Apartment/Plot];

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/Plot] includes: 1) pro rata share in the Common Areas; and 2)

\_\_\_\_\_ garage(s)/closed parking(s) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration n, if any, granted to the said project by the Authority as per the Act, the same shall not be charged to the Allottee.

In case CESC or WBSEDCL decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub meters to the individual Allottees the Allottee may be required to pay proportionate Security Deposit.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or 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 or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than three per cent of the Carpet area of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] 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 firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with \_\_\_\_\_ ga  
rage/closed parking 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 Land 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 Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely

\_\_\_\_\_ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

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

The Allottee has paid a sum of Rs \_\_\_\_\_, (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application

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the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate 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 A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'OM ENTERPRISE' payable at Kolkata.

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

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

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

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

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

## **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 him/her 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/APARTMENT**

The Allottee has seen the specifications of the [Apartment/Plot] 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 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 [Please insert the relevant laws in force] 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 APARTMENT/PLOT

**Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on....., 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/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Plot], 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/Plot] 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 \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

**Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] 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.

**Possession by the Allottee** – After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/Plot] 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.

**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 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.

**Compensation** –

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, 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/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the 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/Plot], 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/Plot].

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

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] 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 Land, Building and [Apartment/Plot] and 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 Land, including the Project and the said [Apartment/Plot] 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/Plot] 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/Plot] to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property 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;
- (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 property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

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

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder [any other clause may be inserted at the time of execution].

In case of Default by Promoter under the conditions listed above, 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 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, he 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/Plot].

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

- (i) In case the Allottee fails to make payments for \_\_\_\_\_ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment in favour of the Allottee and refund the amount money paid to 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**

(i) The promoter on receipt of complete amount of the price of the Apartment, as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the Apartment, together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy/Completion/Partial Completion certificate.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Partial/occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till full and final payment 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, 1989 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 shall be payable by the allottees in addition to the price stated in Para 1.2.

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*



## **12. DEFECT LIABILITY**

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

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

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

## **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] 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 \_\_\_\_\_ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

- 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/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], 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/Plot] and keep the [Apartment/Plot], 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 he/she 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 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/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. 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 ALLOTTEE**

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

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

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project/Phase after the building plan, lay-out plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except for as provided in the Act save and except vertical increase in the Floor as agreed.

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

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

#### **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 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 said apartment/plot/building, as the case may be.

#### **23. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] 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 [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

#### **28. FURTHER ASSURANCES**

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

#### **29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, 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 Address)

M/s \_\_\_\_\_ Promoter name, \_\_\_\_\_ (Promoter Address)

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. JOINTALLOTTEES

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

### 32. GOVERNINGLAW

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.

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

#### SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

Land Owner: (including joint owner)

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_

Please affix photograph and sign across the photograph

Promoter:

- (1) \_\_\_\_\_ (Proprietor)

Please affix photograph and sign across the photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of \_\_\_\_\_

#### WITNESSES:

- 1. Signature \_\_\_\_\_ Name - \_\_\_\_\_  
Address \_\_\_\_\_
- 2. Signature \_\_\_\_\_ Name - \_\_\_\_\_  
Address \_\_\_\_\_

SKYRISE CONSTRUCTION  
Sule del Sale  
Proprietor

**SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/ CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

**SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE**

**Disclaimer: That all terms and conditions as mentioned herein are as per the contractual understanding between the parties and are not in derogation of/or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder. Terms, facts, interpretations, provisions etc. mentioned herein may vary but the same shall no way be detrimental to or inconsistent with the provisions of this Act.**

**A DEFINITIONS**

Owners : (1) ..... son of ..... and their heirs, representatives, successors and assignees.

Developer/ Promoter: Shall mean “SKYRISE CONSTRUCTION”, a Proprietorship Firm, being represented by its partners.

Purchasers: Shall mean Sri ....., son of ..... and their representatives, executors & assigns etc.

Land : shall mean the land morefully described in the Schedule “A” herein written below.

Flat : shall mean the Flat No. ...., measuring more or less ..... (.....) Sq.Ft. super built up area (corresponding \_\_\_\_\_ Sq. Ft. carpet area) on the North-West side of the Second floor to be transferred/conveyed in favour of the Purchasers morefully described in the Schedule “B” written hereunder.

Built up area : shall mean the covered area measuring at floor level of any flat taking the internal dimension of the flat including the built up area of the balcony and verandah and the proportionate share of common areas comprising of the building.

Common portions : shall mean the common parts and portions described in the Schedule “C” written hereunder.

Common expenses : shall mean the common expenses described in the Schedule “D” written hereunder.

Co-owners : shall mean according to its context mean and include to own flat/s in the building and other lawful occupiers of the building.

Plan ; shall mean and sanctioned plan by the .....Municipal Corporation being Plan No. .... dated .....

Common purpose : shall mean and include the purpose of upkeep, the roof and parapet wall of the building and all other purposes or maters in which the co-owners have common interest relating to the land and building to be constructed thereon.

**B. INTERPRETATIONS:** For the benefit of the Allottee a list of important points pertinent to this Agreement are briefly stated hereunder for a clear interpretation:

<u>SL.NO</u>	<u>SUBJECT</u>	<u>CLAUSE</u>



1	<b><u>GST ON MAINTENANCE</u></b>	<i>All Unit Owners (Allottee) shall have to pay GST on Maintenance cost as applicable. Payment of GST on Vendors' Bill is mandatory and cannot be avoided under any circumstances as it is part of the expenses. Besides this, the Unit Owner also has to pay GST on the amount of Bill raised for Common Maintenance Charges every month as applicable but input credit of tax paid on Vendor's bills will be set off against GST liabilities on Maintenance Bills. .</i>
2.	<b><u>INDIRECT TAXES AND LEVIES</u></b>	<i>The Allottee shall be liable to pay all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Allottee. All Direct Taxes in respect of Profit (if any) earned from the development and sale to the Allottee shall be borne by the Promoter.</i>
3.	<b><u>POSSESSION AFTER COMPLETION</u></b>	<i>After obtaining Completion Certificate/partial completion certificate from the Competent Authority upon</i>

	<p><i>submission of the approval certificate from the technical specialists like the Architect, Structural or Foundation Engineers or others, if any, as per statute or otherwise signifying that the Unit/building is ready and habitable, the Promoter shall issue Notice of Possession to the Allottee whereupon the Allottee has to take possession immediately and not later than 15 days as the 45<sup>th</sup> day will be considered as 'DEEMED POSSESSION' and immediately the Allottee becomes liable to pay Maintenance Charges. Besides If the Allottee does not take possession of the flat on or within 15 days from the date of Notice of possession guarding charges will be applicable.</i></p> <p><i>The work approval certificates issued by the technical specialists required for the issue of CC / partial cc shall be construed as a defect-free completion of the building and any claim by the Allottee or his consultant shall not be entertained or shall not be a valid ground for refusal of accepting possession by the Allottee. Possession cannot be delayed on the pretext of minor defects or some common area work is still continuing. If there be any minor defect the Promoter will rectify it. The Promoter will rectify all constructional defects over the next five years so there is no logical ground available to the Allottee for delaying possession. If the Unit Owner himself wants to get the work done he can give prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. At the time of handover, the customer will have to make the final payment and take handover of his flat .</i></p> <p><i>If the Allottee has requested for some extra work /modification and Promoter has agreed to complete such work, completion</i></p>
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		<p><i>of this work will not be necessary for taking possession of the Flat and the Builder will do such work only after possession is taken by the Allottee.</i></p> <p><i>The same principle shall apply when the Common areas will be handed over to the Association of Apartment Owners who cannot delay the hand over on the ground that some Common areas of the Phase/Project are not complete or some rectifications are pending. Association may also get the work done by itself by giving prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. Some facilities may be provided or installations made after the entire complex has received CC.</i></p>
<u>4</u>	<b><u>NORMAL WEAR AND TEAR</u></b>	<p><i>It may be noted that there may be some normal wear and tear of the building through efflux of time due to factors like seasonal expansion and contraction and/or settlement of the structure; hair thin cracks, localized dampness as a percentage of human error within normal limits and is a natural occurrence since buildings are manmade and not a machine made product. Even if an Unit is kept closed for protracted period there may be faults appearing for non-use. All structural factors are considered and taken into account before CC is granted. Hence, the appearance of minor faults at a time lag is natural. In spite of all that promoter will rectify all the defects for five years. These defects will not imply any fault on the part of the Promoter. Repairing cost of False ceiling will be part of Maintenance expense.</i></p>
<u>5</u>	<b><u>ADDL CONSTRUCTION IN FLATS/APARTMENTS/UNITS</u></b>	<p><i>No Additional Construction on the exterior of Buildings or apartment is permissible. No internal changes allowed and Allottees</i></p>

		cannot request Promoter for even minor modification as per rules as the Allottee can get it done only after getting possession. No request for change will be entertained by the promoter as that would delay project completion since it requires re- sanction without which we will not get the completion certificate (CC).
<u>6.</u>	<b><u>RETAINED AREA OF THE PROMOTER</u></b>	The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Squarefeet of constructed area basis and not on land area basis.
<u>9.</u>	<b><u>CHANGE IN ALLOTMENT</u></b>	If Allottee wants to change his allotted Flat and shift to another he has to first cancel the present allotment and Re-book a new flat which is available at a new price. Refund will be adjustable in the new booking and no amount ever will be paid physically to the Allottee.

<p>10.</p>	<p><b><u>AMOUNT OF MAINTENANCE CHARGES IS AN ESTIMATE ONLY</u></b></p>	<p><i>The figure of Maintenance Expenses provided in the Agreement is only an estimate and this approximate figure is not a commitment. The said amount is subject to inflation increases as per market factors (currently estimated @7.5 to 10 % per annum). The Unit Owners will be liable to pay the actual Maintenance Charges that will be worked out by the Maintenance In Charge at the end of the year. Audited accounts will be furnished by us.</i></p> <p><i>It is very pertinent to note that the Promoter shall always endeavour at the additional cost to allottees to adopt ways and means to minimize the cost of maintenance by ensuring that the entire lighting of the common areas is effected by solar power; auto irrigation of the landscaped area; adopting access control and implementing CC TV ; sensor based boundary wall with boom barriers; Main gate security; Auto-pump and automatic DG facility etc. and all these measures directly resulting in lowering of maintenance cost . All these charges will be provided from Sinking Fund if not provided by the Promoter as part of the Facilities separately and specifically</i></p> <p><i>Further, the charges for enjoying club facilities and receipts from visitor's parking will be collected and thereafter credited to the Maintenance Account to further reduce the incidence of cost and make it self-sustainable. Facility Usage Charges will be decided in such a way that all the costs of services will be recovered from the users based on number of persons using the facilities. Further expenditure of a capital nature like Solar panel etc to be expended out of Sinking Fund will also</i></p>
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		<p><i>bring about a reduction in the Maintenance Charges.</i></p> <p><i>If Unit Owners are not satisfied with the Maintenance Charges and/or the audited accounts they may hire the services of a reputed Auditor like big four and in that case the expense for taking their services will also form part of the Maintenance charges. The Auditor appointed by the Unit Owners can in consultation with the Project Auditors appointed by the Promoter, jointly do a fair audit of the actual charges incurred and if they decide that some expenses can be reduced, we will abide by such advice. It may however be noted that under any circumstances actual expenses incurred cannot be reduced. In such case reduction in cost can only be effected by withdrawal of some services or agency.</i></p> <p><i>The Allottee shall be obliged to pay the Maintenance Charges in advance as per the said estimate. The Facility Manager shall provide reconciliation of the expenses towards CAM charges after end of the relevant financial year and the parties hereto covenant that any credit /debit thereto shall be settled by adjustment (i.e +/-) in the last two bills at the end of the financial year..</i></p>
<p><b><u>11.</u></b></p>	<p><b><u>RUBBISH THROWN FROM HIGHER FLOORS</u></b></p>	<p><i>Rubbish thrown from higher floors will attract imposition of penalty since cleanliness of the entire Complex is of paramount importance. Some of the Units on the lower floors may have attached open terraces. Unit Owners in the higher floors must take more care (if lower floor unit has Terrace) not to throw any material from the higher floors which may litter the terraces below. Higher than normal Penalty will be imposed in case of willful misconduct so due care should be taken to prevent such</i></p>

		<i>mishappenings.</i>
<u>12.</u>	<u>UTILIZATION OF FLAT BY PROMOTER BEFORE CC</u>	<i>During construction, the Promoter shall be entitled to temporarily use a fully/partially constructed Flat but for which CC is yet to be obtained, for use as a store or for the purpose of labour stay or any other use and the Allottee shall not object to the same that he is getting an used flat. This will not apply to Units after grant of CC.</i>
<u>13.</u>	<u>DAMAGE</u>	<p><i>In case of any complaint regarding cracks, damp flooring etc. at the time of taking possession, the Promoter remains responsible to make good the same upto 5 years. It is however to be noted that claims for only constructional defects shall be honoured and not collateral or consequential damages or losses.</i></p> <p><i>Besides the above, in order to retain the fitness, appearance and aesthetics of the Building blocks it will be a mandatory responsibility cast on the Association/Promoter to do structural repair and color painting of the exterior of the Building blocks at interval of every five years/or as may be required time to time by utilizing the accretions to the Sinking Fund which will be formed out of collections @ 20% more than the normal Maintenance Charges every month and invested in F.D.</i></p>
<u>14.</u>	<u>AVOID FRIVOLOUS COMPLAINTS</u>	<i>In case the Unit Owner of the Floor above is away and there is a leak which is temporarily affecting the Unit on the floor below the Allottee will be expected to bear with the same over a reasonable time till return of the Unit Owner of the Unit above. If the Owner above is not cooperating we may force open the door to rectify the defect and again repair the door at the cost of the Association. If the Owner of the lower flats is also not available we can follow the same procedure to prevent continuous</i>

		<p>leakage of water.</p> <p>If the Allottee of a Unit does any internal repair work in the toilet imperfectly which leads to leakage through the tiles affecting the floor below the damage to false ceiling or other damage if any done shall be compensated by the Allottee causing such damage.</p>
17.	<b><u>PLACEMENT OF DG, TRANSFORMERS ETC</u></b>	<p>Placement of Transformers, DG, air-conditioners etc. shall be done as per the advice of the Architect and none of the Allottees individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused.</p>
18.	<b><u>MUNICIPAL WATER</u></b>	<p>It is very clearly stated that the Promoter</p> <p>has neither any role nor any responsibility to arrange supply of Municipal Water if it is not being provided by the concerned Authorities.</p>
19.	<b><u>VERBAL UNAUTHORISED COMMUNICATION TO BE IGNORED</u></b>	<p>The Agreement entered into by and between the Promoter and the customer is sacrosanct. Any other written or verbal communication inconsistent with the terms of the Agreement made by any person, who is not an authorized representative of the Promoter, is to be ignored completely.</p>

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23.	<p><b><u>MUTATION AND ELECTRICITY METER</u></b></p>	<p><i>The Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of 15(fifteen) days from the date of possession and shall keep the Owners and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non fulfillment and/or non observance of this obligation by the Allottee.</i></p> <p><i>Mutation of the Unit and obtaining electricity meter shall be the absolute responsibility of the Unit Owner and if required, the Promoter will only have an advisory role. The Promoter may appoint a consultant at reasonable cost to help the Unit Owners in these matters.</i></p> <p><i>(i) <u>For Electricity Connection</u></i></p> <p><i>The Promoter shall assign a fixed project wise outsource person who will coordinate with all Allottees for Electricity Connection process, this details are given below:</i></p> <p><i>Otherwise Allottees can follow the below</i></p>
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	<p><i>mentioned process-</i></p> <p><i>Step – 1: To obtain the copy of the Possession letter of the Flat from the Promoter.</i></p> <p><i>Step – 2: Allottee needs to go to the Electricity office and collect the Form for Electricity connection.</i></p> <p><i>Step – 3: Allottee needs to deposit the filled up form, photo copy of the KYC, 1 copy colour passport size photo, possession Letter of the Flat and necessary fees to the Electricity office.</i></p> <p><i>Step – 4: Allottee needs to clear the quotation which will be issued by the electricity office after depositing the above mentioned documents.</i></p> <p><i>Step – 5: After a stipulated time period from the quotation clearance, Electricity connection and meter will be provided by the Electricity office.</i></p> <p><i>(ii) <u>For Mutation</u></i></p> <p><i>How will the mutation of flat be done?</i></p> <p><i>The Promoter shall assign a fixed project wise outsource person who will coordinate with all Allottees for mutation process, this details are given below::</i></p> <p><i>Otherwise flat owners / buyer's can be follow the below mentioned process –</i></p> <ul style="list-style-type: none"> <li><i>• Step – 1: To obtain the Completion Certificate of the particular block from the Promoter.</i></li> <li><i>• Step – 2: Allottees to intimate to KMC / Municipality about the details of Promoter.</i></li> <li><i>• Step – 3: KMC / Municipality will issue the Tax liability invoice</i></li> <li><i>• Step – 4: Allottee to clear the demand and get the NOC from KMC / Municipality.</i></li> </ul>
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		<ul style="list-style-type: none"> <li>· <i>Step – 5: Allottee to get his unit Conveyance Deed.</i></li> <li>· <i>Step – 6: Owner to apply the mutation at KMC / Municipality along with copy of Deed and NOC for Tax with fees.</i></li> <li>· <i>Step – 7: On the hearing date Allottee to be present with original documents for Mutation at KMC / Municipality.</i></li> </ul>
24	<b><u>DELAY IN SUPPLY OF ELECTRICAL POWER</u></b>	<i>Sometimes due to procedural reasons there may be a delay in obtaining electrical power connection to the Complex.</i>
27.	<b><u>NAME OF THE COMPLEX</u></b>	<p><i>In the perception of the Promoter in a rare case in future there may arise the necessity to change the name of the Complex . In suchcases the Unit Owners shall not object to change of name and if need be, the Promoter is prepared to comply with any legal requirement, if any, in this regard.</i></p> <p><i>The Allottee agrees and undertakes to cause the Association/Apex body to ratify and confirm that the name of the Building Complex shall not be changed without the prior written consent of the Promoter.</i></p>
27	<b><u>RESTRICTED USE OF PROMOTERS NAME/MARK</u></b>	<i>The Allottee shall 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 Apartment and if the Allottee does so the Allottee shall be liable to pay damages to also Promoter and shall further be liable for prosecution for use of such mark of the Promoter</i>
28	<b><u>BOUNDARY WALL</u></b>	<i>The Promoter will provide a well constructed Boundary encircling the entire Complex. Additional request from Unit Owners for affixing barbed wire on top of the Boundary wall will not be entertained by the Promoter as it affects the aesthetics. If the Association wants to affix the barbed wire it may do so at its cost.</i>

**C. USEFUL INSTRUCTIONS TO THE ALLOTTEE**

<p><b><u>ISSUE OF MONEY RECEIPT</u></b></p>	<p>After making payment through Cheque / RTGS / NEFT banking etc. the payment details should be immediately informed through email at Promoter's email ID .....and also through SMS otherwise Promoter will not be able to know from whom the payment was received and the system will continue to show outstanding against Allottee's name.</p> <p>Once any amount paid by the Allottee is credited in Promoter's Bank Account, Money Receipt shall be sent by EMAIL within 10 days from date of credit. If the Allottee does not receive the Money Receipt within 10 workingdays, he/she can send EMAIL to ..... with cc to concerned Post Sales Executive. Money Receipt will be sent by Email as well as uploaded on Customer Portal.</p>
<p><b><u>FIRST DEMAND LETTER</u></b></p>	<p>The First Demand letter will accompany the Booking Letter and you receive both together. We will send subsequent demand according to our construction done as we follow construction linked plan and demand is raised once the work is completed.</p> <p>Under construction block should not be visited ideally due to Safety Hazards. For construction update please visit our website or get in touch with the customer care executive at site.</p>
<p><b><u>DOCUMENTS REQDFOR BANK LOAN</u></b></p>	<p>The following documents will be required by theAllottee for obtaining Bank Loan:</p> <ul style="list-style-type: none"> <li>(i) Tripartite Agreement by and between Bank as the Lender; Yourself as the Borrower and Ourselves as Promoter.</li> <li>(ii) No Objection Certificate of the Promoter;(to get the NOC contact Post Sales Executive)</li> <li>(iii) Booking Letter;</li> <li>(iv)Sale Agreement;</li> <li>(v)Demand Letter;</li> <li>(vi)Money Receipts.</li> </ul>
<p><b><u>CONFIRMATION OF PAYMENT BY EMAIL</u></b></p>	<p>After making payment through Cheque / RTGS / NEFT banking etc. the payment details should immediately be informed to our email ID .....@gmail.com and also through SMS to Mobile No of the concerned Post Sales Executive to enable the Promoter to know from whom the payment was received.</p>

<u><b>DEPOSIT OF TDS CERTIFICATE</b></u>	<i>Whenever the Allottee deposits the TDS please provide the TDS certificate to the concerned person.</i>
<b>PAYMENT OF STAMP DUTY AND REGISTRATION FEES</b>	<i>It shall be the responsibility of the Purchaser to immediately , after the execution of this Agreement , at his own cost and expense , lodge the same for the registration with the relevant Sub-registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the Agreement is lodged so as to enable the representative</i>
	<p><i>of the Promoter to attend the Office of the Sub- Registrar of Assurances and admit execution thereof . The Promoter may extend assistance/co-operation for the registration of of this Agreement at the cost and expense of the Purchaser . However the Company shall not be responsible or liable for any delay or default in such matter.</i></p> <p><i>Payment of Stamp Duty and registration amount shall be done through Government web site only and through online payment.</i></p> <p><i>At the time of registration of Agreement the Allottee has to pay 2% of the consideration value or as per query sheet.</i></p> <p><i>Registration of Agreement can be done after Allottee has paid 10% of the Consideration. Please follow the Cost Sheet for the 10% payment. If required, Promoter will provide the calculated amount.</i></p> <p><i>Once Allottee's 10% payment is clear Promoter will give the query sheet to the Allottee and also provide a govt. link with the payment procedure through mail for the registration and payment.</i></p> <p><i>In case if Allottee does not have net banking Promoter will send the Unpaid challan to the Allottee to make the payment. Then the Allottee will be able to make payment by the said Challan to his/her bank or cash . E-challan will be generated after 72 hours. Only after that Registration can be done.</i></p>

<b><u>REGISTRATION</u></b>	<p><i>All the applicants need to be present physically at Promoter's Post Sales Office at the time of Registration.</i></p> <p><i>The Allottee(s) need to carry all original KYC documents as well as photocopies of PAN, Adhaar card and 4 pass port size photo at the time of registration;</i></p> <p><i>The registration of the Agreement will be done within 15 days of booking ;</i></p> <p><i>The Allottee will get the Sale agreement within 15 days after registration;</i></p>
	<p><i>Incidental charge will be applicable for Registration expense and administration expenses .</i></p>
<b><u>ONLY WRITTEN COMMUNICATION AND/OR MAIL TO BE VALID</u></b>	<p><i>Cognizance will be given only to written and/or communication through electronic mail. All kinds of verbal communication shall be ignored as having no material consequence.</i></p>

**D. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

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

- (i) The execution and delivery of this Agreement and the performance of his/her /its obligations hereunder shall not (i) conflict with or result in a breach of the terms of any other contract or commitment to which he/she/it is a party or by which he/she/it is bound;(ii) violate its memorandum of Association , articles of Association or bye laws or any other equivalent organizational document (if applicable) (iii) conflict with or require any consent or approval under any judgment , order, writ, decree, permit or license to which he/she/it is bound or (iv) require the consent or approval of any other party to any contract ,instrument or commitment to which he/she/it is a party or by which he/she/it is bound.
- (ii) There are no actions ,suits or proceedings existing, pending or to his/its knowledge , threatened against or affecting him /her/it before any court , arbitrator or governmental authority or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect his/her/its ability to perform his/her/its obligations hereundwith his/her/its obligations under or in connection with this Agreement .
- (iii) That he/she/it enters into this Agreement out of his/her/its own free will and without any coercion and after reviewing and understanding a draft of this Agreement and agrees that the obligations under this Agreement are valid and legal and binding on him/her/it in accordance with the terms hereof.
- (iv) His/her/its entry into this Agreement, and the exercise of his/her/its rights and performance of the compliance with his/her/its obligations under or in connection with this Agreement or any other documents entered into under or in connection with this Agreement , will constitute private and commercial acts done and performed for private and commercial purposes.
- (v) The Allottee has the financial and other resources , to meet and comply with all his /her/its obligations under this Agreement , punctually and in a timely manner and that the Allottee , has not used and shall not use 'proceeds of crime' as defined in prevention of Money Laundering Act,2002, for making any payments hereunder.
- (vi) The Allottee shall observe , perform and fulfil the covenants, stipulations , restrictions and obligations required to be performed by the Allottee hereunder. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas.
- (vii) The Allottee agrees and confirms that the Promoter may fix an amount as 'liquidated damages' which the Allottee will be liable to pay if he causes any damage to the construction by committing breaches of the Agreement and such determination of Liquidated damages is a genuine /pre-estimate of the loss or damage that is likely to be

suffered by the Promoter. The liquidated damages is also arrived at having regard to the cost of construction , the cost of funds, raised by the Promoter , the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

(viii) Save and except the information /disclosure contained herein the Allottee confirms and undertakes not to make any claim against Promoter or seek cancellation of the Apartment/Unit or refund of the monies money paid by the Allottee by reason of anything contained in other information /disclosure not forming part of this Agreement including but not limited to publicity material/advertisement published in any form or in any channel.

(ix) The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment and/or Car Parking space by concerned Authorities due to non payment by the Allottee of any taxes /outgoings etc payable to the concerned Authorities .

(x) The Allottee accepts the architect's certification of Covered space ,common architecture + furniture layout + toilet layout and will not raise any issue as such.

(xi) Allottee is satisfied with flat layout, toilet, Kitchen and other lay-out and will not complain regarding design etc.

(xii) Drainage drawing and other plans prepared by Consultants are acceptable to Allottee and Allottee will not raise any issues regarding the same.

(xiii) The Allottee has perused himself/herself/itself about all the rules, regulations and restrictions governing the Complex and its common purposes and undertakes and declares that he/she/it is acquiring this Flat/Unit based on the various covenants, rules, regulations and restrictions contained in this Agreement.

(xiv) The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194- IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act 1961.

**36. Under Clause 1 and to be read after Clause 1.2.1 as follows:**

1.2.2 Intimation forwarded by Promoter to the Allottee that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated or and/or completed and such proof shall be valid and binding upon the Allottee and the Purchaser agrees to make payment accordingly. It shall not be obligatory on the part of the Developer to send reminders regarding the payment to be made by the Purchaser as per the payment schedule mentioned herein. *[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

**37. Under Clause 1.5 above and to be read in continuation thereto new sub clause (b) asunder :**

(a) The Allottee has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.

**38. Under Clause 1.6 new sub clauses (b) and (c) added as follows:**

(b) The Promoter may make such minor changes, additions or alterations in the Plans as may be required as per the provisions of the Act due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not materially affect the Unit in particular but shifting and altering the location of the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee ,



the Promoter will be allowed to change and for that the Allottee gives his consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Promoter do so for the reasons to be recorded in writing and in that case consent of allottees is deemed to be granted.

(c) The Promoter shall 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 structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts / agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over to the Allottees.

**39. After Clause 1.8(ii) (a) a new Clause (ii) (b), (c) added as follows:**

(b) The right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided variable proportionate title in the common areas to the Allottees and the Proportionate user right share of the Allottee in the land and also user right in the common areas and such rights shall always be variable.

**40. After Clause 1.9 to add new Clause 1.9.1**

The Promoter may assess the probability of expansion of the Project all around the existing land and if there is the possibility of extension of land as future development land, may add such land to the existing Project.

**41. Under Clause 1 to be inserted after Clause 1.11 as a Clause**

**SECURITIZATION OF TOTAL CONSIDERATION**

The Allottee hereby grants his irrevocable consent to the Promoter to securitize the total consideration and/or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks / financial institutions the right to directly receive from the Allottee the Total Consideration and/or part thereof and/or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the total consideration to be paid by the Allottee for the Unit and any payment made by the Allottee to the Promoter or the Bank or the financial institution nominated by the Promoter in writing shall be treated as being towards fulfillment of the obligations of the Allottee under this Agreement to the extent of such payment.

**42. Under Clause 2 above and to be read in continuation thereto new sub- clause (ii) and (iii) as under:**

In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution. **SUBJECT HOWEVER** the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and until all amounts payable hereunder have not been paid, the Promoter shall have a lien on the Unit to which the Allottee has no objection and hereby waives his right to raise any objection in that regard, and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution. *[Please delete, alter or insert any other/exiting terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

**43. Under Clause 4 above and to be read in continuation thereto new Clauses 4.1 (a), to (d) as under:**

It is clarified that the Allottee accords his/her/its irrevocable consent to the Promoter to appropriate any payment made by him/her/it , notwithstanding any communication to the contrary , in the following manner:

- (a) Firstly towards any cheque bouncing charge in case of dishonor of cheque which was earlier issued by the Allottee Rs.5,000/- for each case;
- (b) Secondly towards interest due on the date of payment;
- (c) Thirdly towards cost and expenses for enforcement of this Agreement and recovery of total consideration, dues and taxes payable in respect of the Unit or any other administrative or legal expenses incurred by the Promoter on account of delay in payment by the Allottee and consequential actions required that were required to be taken by the Promoter; and
- (d) Fourthly towards outstanding dues including total consideration in respect of the Unit or under this Agreement.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Allottee, with regard to the order of appropriation of the payments shall be acceptable to the Promoter.

- (e) In addition to the Interest , in case of every instance of delayed payment either party shall be entitled to recover from the other party who is responsible for the delayed payment , all costs associated with the administrative actions related to follow-up and recovery of such delayed payment .

**44. Under Clause 5 above and to be read in continuation thereto new Clauses (ii) , (iii) & (iv) as under:**

- (ii) If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest at the prescribed rate which at present is prime lending rate of the State Bank of India plus two per cent p.a. It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a CC plus an 'Occupancy Certificate' (OC) is issued by the Municipal Authorities to signify 'Completion'. In those areas where neither a CC nor a OC is issued in such areas the Completion Certificate issued by the Architect shall be deemed to signify 'Completion'. *[Please delete, alter or insert any other/exiting terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

**45. Under Clause 6 above and to be read in continuation thereto following new Clauses (ii) to (x):**

- (ii) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is more and Promoter has planned to utilize more Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned /to be mentioned or amended in the Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed as proposed above his intention to use more FAR to be utilized by him on the Project Land and Allottee has agreed to purchase the Said Apartment, based on the proposed construction and sale of Apartment, to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains unutilized in the earlier phases, the Promoter will be at liberty to consume the same either in the present phase or in later phases at its discretion .

Subject to the terms that 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 Act and shall not have an option to make any major variation / alteration / modification in this phase except rise in the floors , .that too if possible before giving possession to the Allottee and also within Scheduled time of delivery. *[Please delete, alter or insert any other/exiting terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and*



*Regulations made thereunder.]*

**46. Under Clause 7.1 above and to be read in continuation thereto following new Clauses (ii) added:**

- (ii) The right of the Allottee shall remain restricted to the respective Apartment, and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment, or space and/or any other portions of the Project or Complex. *[Please delete, alter or insert any other/exiting terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

**47. Under Clause 7.2 above and to be read in continuation thereto sub-clauses (ii) to(vii) added as follows:**

**Possession for Fit-Out:** In case the Allottee seeks permission for carrying out Fit- Out within his Apartment , he will be permitted to do so only upon receiving the Completion Certificate(or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits as provided herein and also the requisite Stamp Duty and Registration charges payable on registration which shall be kept deposited by the Promoter in a designated Account till registration. *[Please delete, alter or insert any other/exiting terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

**48. Under Clause 7.3 above and to be read in continuation thereto sub-clauses (ii) to(iv) as under:**

(ii) The Allottee must not fail to take actual physical possession of the Apartment, within a period of not more than 15 days from the date of **Notice of possession** failing which the Allottee shall become liable to pay the Guarding Charges of **Rs. 5,000/- p.m** and all other losses suffered on this Account. The Allottee shall be liable to bear and pay and/or contribute proportionately of the outgoings in respect of the Project land and Building/s namely all Municipal rates, taxes and 90 days from completion /CC all other Common charges such as water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other common expenses necessary and incidental to the management and maintenance of the project land and building/s for the Apartment, **3 months** from the date of Notice of possession Physical possession of the Apartment, shall be withheld if all dues are not cleared by the Allottee. Be it noted that all the liabilities of paying Guarding Charges, Maintenance, Taxes and other charges will commence from the Notice of Possession and the Allottee cannot avoid payment of the same on the ground that physical possession was not taken under any circumstances.

(iii) It is hereby agreed by the Parties that upon receipt of CC/ Partial CC for the said Apartment/Unit, the Allottee shall not be entitled to terminate this Agreement Further if the Allottee fails or neglects to take possession of the Apartment/Unit within the aforementioned time then the Promoter shall also be entitled alongwith other rights under this Agreement to cancel the allotment and forfeit 10% of the consideration alongwith interest on default in payment of instalments (if any) , applicable taxes and any other administrative charges /amounts, Stamp Duty and registration charges on Deed of Cancellation and any subvention cost (if the Allottee has opted for subvention plan) .

**(49) Under Clause 7.5 above and to be read in continuation thereto sub-clauses (ii) , to (ix) as under:**

- (ii) In case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment, to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The balance amount of money paid by the Allottee after the aforesaid deductions shall subject to clause 7.5 (iii) below be returned by the promoter to the Allottee after selling the Unit to a new Allottee within 45 days of such cancellation. Once the said flat is resold to any

other allottee and subject to allottee executing necessary document for revocation of the Sale Agreement executed by him/her with the Promoter for allotment/purchase of flat and pay/borne all cost for execution and registration of that revocation document.

- (iii) The following further amounts shall also be forfeited:
- (a) Total interest accrued on account of the delay/ default in payment of any Installments and other charges as per the Payment Schedule calculated till the date of the cancellation/ termination letter;
  - (b) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) under this Application/ Agreement
  - (c) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature,
  - (d) All amounts equivalent to any subvention cost (if the Allottee(s) has opted for subvention plan), benefits, discounts, rebate, concession, gift card white goods (inclusive of taxes) etc. granted to the Allottee(s) by the Promoter in respect of the booking of the Allottee(s) irrespective of whether such benefits have been utilized by the Allottee(s) until the date of cancellation of the said Unit;
  - (e) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s),
  - (f) All outgoings, deposit and other charges as specified in Schedule C paid till the date of issuance of the cancellation/termination letter including amounts towards formation of Organization/ Apes Organisation (as may be applicable)
  - (g) Administrative charges, Ombudsman fees and/or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit
  - (v) Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of the Apartment, in the Project is not less than the Total Price payable by the Allottee under this Agreement.
  - (vi) The Allottee is aware that various Allottees have chosen to buy units(s) in the Complex with the assurance that the conduct of all the users of the Complex shall be appropriate and in line with high standards of social behavior. Similarly the Promoter has agreed to sell the Units to Allottees on the premise that the Allottee shall conduct himself in a reasonable manner and shall not cause any damage to the reputation or bring disrepute to or cause nuisance to any of the other Allottees . Any Allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.
- (vii) The Promoter shall have the right to terminate this Agreement only in the following circumstances:
- (a) Non-payment : If Allottee is in default of any of his/her/its obligations under this Agreement including(not limited to) making payment of all due amounts as per Schedule of Payments in the manner prescribed in this Agreement and upon such failure the Promoter may issue Notice of Termination .
  - (b) Attempt to Defame: The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project or the Promoter or its representatives and in such cases the Promoter shall without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Notice of Termination.
- (viii) Upon cancellation or termination of this Agreement in accordance with the terms hereof , on and from the date of refund to the Allottee after deducting maintenance dues, this Agreement shall stand cancelled /terminated automatically without any further act from the Allottee and the Allottee shall have no right , title

and/or interest on the said Unit or the Project land or any part or portion thereof , and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof , in any manner whatsoever. The effect of such cancellation shall be binding and conclusive on the Parties.

- (ix) Notwithstanding anything to the contrary stated herein, it is hereby clarified that upon termination or cancellation of this Agreement for any reason whatsoever , the Parties hereto shall execute and register a deed of cancellation for the same before the concerned Sub-Registrar , as and when intimated by the Promoter, at the Allottee's cost and expenses. In the event the Allottee fails or refuses to execute and/or register such deed of cancellation within a period of 30 days for any reason whatsoever, the Allottee shall further be liable to pay to the Promoter an additional amount equivalent to 10% of the total price as damages. In such event the Allottee hereby agrees that the Promoter shall have the right to forfeit an additional amount equivalent to such damages, prior to making refund /return to the Allottee under this Agreement. The Allottee hereby agrees to do all such acts or execute all such other documents, including but not limited to, executing and registering powers of attorney in favor of the Promoter or its nominee in such form or in such manner as the Promoter may specify, at the cost and expense of the Allottee.
- (50) **Under Clause 7.6 above and to be read in continuation thereto sub clauses (b),(c),(d),(e) and (f) as under:**
- (b) If any part or portion of the Phase is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of interest and compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s).
- (c) if due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project or Complex/Township then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs including marketing cost also, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- (d) Compensation for delay shall not be paid in the following events:
- (i) For delay caused due to reasons beyond the control of the Promoter and/or its agents and/or any force majeure
- (ii) For the period of delay caused in getting snags, improvements, rectifications etc, which may be requested by the Allottee(s) during inspection of the said Unit and/or
- (iii) For the period if the Allottee(s) commit/s any default and/ or breach of the terms and conditions contained herein including delay in payment of interest, and/or delay in payment of instalments
- (iv) For the period of delay incurred due to additional work to be completed on the request of the Allottee(s) for certain additional features, upgrades in the said Unit, in addition to the standard Unit, and/or
- (v) For the period from the date of receipt of completion certificate or any other certificate issued by the concerned authorities required for use and occupancy of the said Unit till the actual handover of possession of the said unit.
- (e) If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the installment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoter completes a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation and objection. Allottee clearly agreed and understood that the payment obligations of the Allottee is linked inter-alia to the progress of construction and it is not a time linked plan. Allottee appreciate that time for payment of installments shall always be essence of the agreement and upon the failure of the Allottee to pay the installments on time as per the prescribed payment schedule, the Promoter will become entitled to terminate the allotment. Conversely if the Promoter does not deliver on time, the Promoter will be liable to be penalised as described in Clause 7.6 above

- (f) It is hereby clarified and recorded that the marketing agent(s) appointed by the Promoter for selling / marketing of the flats / spaces in this project shall not have any responsibility towards buyers of flats / spaces nor there shall be any claim by the Allottees of flats / spaces of this project (Allottees) against the marketing agent(s) regarding any matter relating to sale / transfer of the flats / spaces in the project for delays in handover/ compromised quality etc. The marketing agent(s) can only be held responsible for the deficiency in the services and/or for any unauthorized and/or wrong information provided by them. The commitments and /or mutual covenants which are expressly stated in this Agreement are the only commitments and/or mutual covenants that shall bind the parties.
- (g) The Promoter will not, at its sole discretion, entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Promoter to install some different fittings /floorings on his own within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons therefor.

**(51) Under Clause 12 above and to be read in continuation thereto under (A) sub-clauses (ii), (iii) , (iv) , (B) added:**

(A) (ii) Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) (such as change in wiring, plumbing, fitting, cutting, chiseling, making hole etc. minor defects as per tolerance level allowed as per IS code will be acceptable to the Allottee) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

(iii) Notwithstanding anything herein 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 purported defect in the Apartment, , 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 hereinabove.

(iv) the Promoter shall not be liable in case of the following

- a) Structural defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;
- b) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
- c) Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.
- d) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.



- e) Structural defects occurring in the Unit or unit that has undergone civil renovations.

In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove) after the CAM Commencement Date, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

- f) equipments (including but not limited to lifts, generators, motors, stp, transformers and gym equipment) which carry manufacturers guarantee for a limited period.

- g) fittings relating to plumbing sanitary, electrical, hardware etc having natural wear and tear.

- h) on account of any act or omission on the part of the Allottee or any Authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter.

- i) Any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

(iv) It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee(s) or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottee of flats should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the promoter should not be held as liable as default on its part under this clause. If any dues including Maintenance Charges remain outstanding Promoter will not entertain any complaint regarding defects.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done /renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the

Vendors/Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment, s and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either badworkmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built keeping in mind the aforesaid agreed clauses of this Agreement.

**(B) RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

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

(ii) The Common areas can be used for jogging, playing, visitor's parking (on wide road and in house road for drop off /temporary parking) as may be decided by the maintenance in charge /developer/association .

(iii) Certain areas shall be earmarked as Excluded and Reserved (applicable only if there is any) areas and shall not be open for common use such as (I) the roof of the overhead water tanks and lift machinerooms, the parapet walls, (II) Open terraces on any floors of the Block (III) the open/covered/stilt/mechanical Parking spaces of the Block (Save and except the parking space, terraces specifically allotted to the Allottee (IV) the elevation and the exterior of the Block (V) *Storage areas* (VI) Gardens attached to a Apartment, (IX) Basement not meant for Common Use (VII) Any Community or Commercial/ other

facility which is not meant for common use (VIII) Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour within the Project or the Entire Housing Complex (IX) Such other open and covered spaces which is hereinafter



expressed or intended not to be a common portion and the rights thereto and also the **RESERVED RIGHTS**, specifically mentioned in the SCHEDULE- H hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to among others to the following rights and interest in respect thereof:

(iv) To make construction, addition or alteration in any part of the said Housing Project/Complex in accordance with law and to use and connect all common installations facilities and utilities at said Housing Project/Complex for and to all such construction, addition or alteration.

(v) **The Promoter has the right-**

- a) To grant the right or facility of open (dependent/independent) /covered (dependent/Independent) / stilt (dependent/Independent) /mechanical parking space at identified or unidentified parking spaces to any person.
- b) To raise further storey or stories or make construction, addition or alteration vertically on the roof of the existing blocks in this phase but in other phases the Promoter will be entitled to make additional construction in any manner as per sanction either vertically on top of existing blocks or on any open or covered space in accordance with law and to use and connect all common installations facilities and utilities at respective Blocks for and to all such construction, addition or alteration.
- c) To set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the toproof of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner,.
- d) To develop and utilize the open space or spaces surrounding the building or otherwise at the said entire project land and the Promoter shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee in the land and/or in the common areas or facilities shall stand varied accordingly. All the Allottees shall be deemed to have

- e) To establish and grant any facilities thereat or there from to one or more occupants of the Block.
- f) To sell Servant's Quarter and/or Storage Rooms on the Basement/Ground/other Floors of the Building Block to any intending Purchaser and the same shall not form part of Common Area.
- g) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces(Dependent/Independent) .
- h) To develop, transfer and/or alienate any other portion of the Complex including its segments, residential complex and/or towers or any portion thereof.
- i) since the entire Housing Complex is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this project/ phase.
- j) The Promoter will have the liberty to change the direction of infrastructure services which may be required by you to utilize areas in adjoining phases/projects.
- k) The promoter will have free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or Bilding/Block.

**THE SCHEDULE "A" ABOVE REFERRED TO  
(DESCRIPTION OF THE SAID PROPERTY)**

ALL THAT piece and parcel of land measuring more or less .....3..... Cottahs  
 .....9..... Chhataks .....39 .....SqFt of land together with G+ .....  
 IV..... storied building under construction comprised at Mouza - .....Kamdahari  
 ..... J.L. No.....49....., R.S. No.....200..... Touzi No...1347/2834.....,  
 under Khatian No.....450....., Dag Nos.....410..... & ....., at present within  
 the limits of the .....Panchayat, being ..... Premises No.....,  
 BR.- .....XI....., having its Mailing Address Premises No.- 89, Vivek Park, Ward No.- 111,  
 BR.-XI, Kolkata- 700084 under Ward No.....111....., being Assessee No... 31-111-27-0089-  
 8....., Borough No. ....XI....., A.D.S.R. ...., D.S.R. ...., in the District of  
 ....., which butted & bounded by:-

On the North: By Tally's Nala  
On the East: By land of Rohini Kumar Bosu  
On the South: By Plat of Land being No. 23 of Development Scheme  
On the West: By Plat of Land being No. 21 of Development Scheme

THE SCHEDULE "B" ABOVE REFERRED TO  
(Description of the Flat)

[*description to be given*].

SCHEDULE "C" ABOVE REFERRED TO  
Part I  
(PRICE/PAYMENT PLAN)  
THIS IS A SAMPLE ONLY FOR ILLUSTRATION

On Registration or Handover (Since the project is already completed, no other phase wise payment proposed)	Total Consideration of the Flat plus applicable GST
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SCHEDULE "D" ABOVE REFERRED TO  
(Common expenses)

ANNEXURE "A"  
CONSTRUCTION & SPECIFICATION

(All details mentioned hereunder are draft and for illustration purpose)

The Construction shall be done with standards quality materials

1. SPECIFICATION : .....
2. STRUCTURE : .....
3. ROOF CASTING : .....
4. ROOF TREATMENT : .....
5. WALL : .....
6. FINISHING : .....
7. DOORS : .....
8. MAIN DOOR : .....
9. WINDOW : .....
10. FLOORING : .....
11. KITCHEN : .....
12. TOILET : .....
13. ELECTRICAL : .....
14. COMMONAREA : .....
15. WATER SUPPLY : KMC water will be supplied

SCHEDULE "E" ABOVE REFERRED TO  
THE SCHEDULE – E ABOVE REFERRED TO  
(THE COMMON AREA/COMMON PARTS & FACILITIES)

Part II

(Common parts and portions)

1. .... to be inserted
2. .... to be inserted
3. .... to be inserted
4. .... to be inserted

5. .... to be inserted

**THE SCHEDULE – F ABOVE REFERRED  
TO (LIMITED COMMON AREAS AND  
FACILITIES)  
(If available in the Complex)**

1. ....to be inserted if there is any
2. ....to be inserted if there is any;
3. ....to be inserted if there is any
4. ....to be inserted if there is any
5. ....to be inserted if there is any

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at Kolkata (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Owner(s).....  
At Kolkata on .....  
in the presence of:

For .....

**AUTHORISED  
SIGNATORY/ATTORNEY**

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter at \_\_\_\_\_ in the  
presence of :1.

2.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: at \_\_\_\_\_ in the  
presence of :1.

2.

**Drafted by me  
(As instructed by the parties herein)**

**Advocate**