

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

82AB 296358

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 20____.

By and Between

(1) **MR. SANJIB DAS**, having **PAN-ADTPD1694B**, Aadhaar No.9702 6246 8335, Son of Mr. Shyamal Kumar Das alias Shyamal Das, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 13, Anandashree Second Lane, P.O. Garia, P.S. Regent Park now Bansdronei, Kolkata-700084 District South 24-Parganas, West Bengal, India, (2) **MR. SUBRATA DEY**, having **PAN-AEBPD8013M**, Aadhaar No.4966 5617 1182, Son of Mr. Santosh Dey, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at Ramkrishnanagar, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata- 700153, District South 24-Parganas, West Bengal, India and (3) **MR. ARYA SAHA**, having **PAN-BQSPS9279L**, Aadhaar No.9230 6483 5459, Son of Mr. Ananda Mohan Saha, by faith-Hindu, by nationality-Indian, by occupation- Business, residing at P69A, Green View, B.R.W.S. Hospital, P.O. Garia, P.S. Patuli, Kolkata-700084, District South 24-Parganas, West Bengal, India, all represented by their Constituted Attorney, "**M/S. NILKANTH ECO HOMES LLP**", having **PAN-AASFN3221A**, a Partnership Firm, having its Registered office at 188A, Rash Behari Avenue, Near Hindusthan Park, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata-70029, West Bengal, India, represented by its Two Partners namely (1) **MR. ABHIRUP NAG CHOWDHURY**, having **PAN-AVMPN5599A**, Aadhaar No.3163 2540 4773, Son of Sri Ashoke Nag Chowdhury, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at Nag Chowdhury Bhawan, Ukilapara Road, P.O. & P.S. Baruipur, Kolkata-700144, District South 24-Parganas, West Bengal, India and (2) **SRI SHUBHADIP ROY**, having **PAN-AFTPR1060F**, Aadhaar No.8971 5515 7384, Son of Sri Shibnath Roy, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 188A, Rash Behari Avenue, Near Hindusthan Park, P.O. Sarat Bose

Road, P.S. Gariahat, Kolkata-70029, West Bengal, India, appointed by -vide Development Agreement cum Development Power of Attorney dated 19.02.2021 duly registered in the office of the District Sub Registrar-I, South 24 Parganas and recorded in Book No.-I, Volume No. 1601-2021, Pages from 27358 to 27415, Being No. 00561 for the year 2021 hereinafter called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

"**M/S. NILKANTH ECO HOMES LLP**", having **PAN-AASFN3221A**, a Partnership Firm, having its Registered office at 188A, Rash Behari Avenue, Near Hindusthan Park, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata-70029, West Bengal, India, represented by its Two Partners namely (1) **MR. ABHIRUP NAG CHOWDHURY**, having **PAN-AVMPN5599A**, Aadhaar No.3163 2540 4773, Son of Sri Ashoke Nag Chowdhury, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at Nag Chowdhury Bhawan, Ukilapara Road, P.O. & P.S. Baruipur, Kolkata-700144, District South 24-Parganas, West Bengal, India and (2) **SRI SHUBHADIP ROY**, having **PAN-AFTPR1060F**, Aadhaar No.8971 5515 7384, Son of Sri Shibnath Roy, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 188A, Rash Behari Avenue, Near Hindusthan Park, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata-70029, West Bengal, India, hereinafter called and referred to as the "**PROMOTER/DEVELOPER**" (which expression shall unless excluded by or repugnant to the context hereto be deemed to include its executors, Proprietor, successors-in-office, administrators, legal representatives for the time being and/or assigns and/or nominee or nominees) of the **SECOND PART**:

AND

Mr. / Ms. __, (PAN ___) (Aadhar no. ___) son / daughter of __, aged about __, by faith ____, by Occupation ____, residing at _____, hereinafter called the "**Allottee/Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**:

The Owner, Promoter/Developer and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

Definitions

For the purpose of this Agreement for Sale, unless the context otherwise requires -

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
 - b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the The Real Estate (Regulation and Development) Act, 2021;
 - c) "**Regulations**" means means the Regulations made under the The Real Estate (Regulation and Development) Act, 2016;
 - d) "**Section**" means a section of the Act.
- I. **WHEREAS** One Year Ali Knha, Son of Late Bahadur Ali Knha became the sole and absolute lawful Owner of All That piece and parcel of Danga land measuring 33 Decimals equivalent to 20 Cottahs more or less lying and situate at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, District 24-Parganas along with other properties purchased from the then lawful Owner namely Khatuna Bibi on 17.07.1945.
 - II. **AND WHEREAS** after purchasing the aforesaid properties and while thus enjoying the same the said Year Ali Knha granted, sold, transferred and

conveyed unto and in favour of Sudhir Kumar Paul and Ranendra Lal Paul as Karta of Hindu Undivided Family, by a Deed of Sale duly registered in the Office of Alipore Joint Sub-Registrar on 11.09.1945 and recorded in Book No.1, being Deed No.2477 for the year 1945 and in the Law of Income Tax the name of Ranendra Lal Paul was recorded as HUF in I.T. Return File.

- III. **AND WHEREAS** the members of said Hindu Undivided Family namely Sri Sudhir Kumar Paul, Sri Ranendra Lal Paul (Karta of HUF), Sri Nirmalendu Paul, Sri Sharat Kumar Paul and Sri Nirod Kumar Paul, all sons of Late Radhakrishna Paul of which said Sri Nirmalendu Paul leased out the same for 25 years unto and in favour of Bimal Kumar Kundu, Son of Sukumar Kundu.
- IV. **AND WHEREAS** after expiry of the said lease period in the year 1993, the said Bimal Kumar Kundu relinquished his all right of the aforesaid property and by an Agreement appointed Sri Krishna Das Dutta, Sri Sudipta Dutta, Sri Arindam Dutta and Sri Jayanta Dutta as tenants as per West Bengal Premises Tenancy Act., in the name of the said Nirmalendu Kundu.
- V. **AND WHEREAS** in the Revisional Settlement Records of Rights, the name of Batakrishna Paul and Nutbehari Paul was recorded as Superior Landlord and by the confirmation of the said Sri Sudhir Kumar Paul, Sri Ranendra Lal Paul (Karta of the HUF), Sri Sharat Kumar Paul and Sri Nirod Kumar Paul, the name of the said Nirmalendu Paul was recorded as Raiyat. Thereafter, the said Sri Sudhir Kumar Paul, Sri Ranendra Nath Paul (Karta of the HUF), Sri Nirmalendu Paul, Sri Sharat Kumar Paul and Sri Nirod Kumar Paul as Vendors by the confirmation of Sri Krishna Das Dutta, Sri Sudipta Dutta, Sri Arindam Dutta and Sri Jayanta Dutta jointly granted, sold, transferred and conveyed All That piece and parcel of Danga land measuring 33 Decimals equivalent to 20 Cottahs more or less lying and situate at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdronei, District South 24-Parganas, unto and in favour of Sri Kala Chand Sen, Sri Santosh Dey, Sri Ananda Mohan Saha ad Sri Shyamal Kumar Das alias Shyamal Das, the Predecessors of the Owners herein by a Deed of Sale duly registered in the Office of AD.S.R. at Alipore, South 24-Parganas on 08.08.2001 and recorded in Book No.1, Volume No. 142, Pages from 17 to 30, being Deed No.4118 for the year 2001, for a valuable Consideration mentioned therein and became ceased and dispossessed there from absolutely forever.

- VI. **AND WHEREAS** after purchasing the aforesaid property, the said Sri Kala Chand Sen, Sri Santosh Dey, Sri Ananda Mohan Saha and Sri Shyamal Kumar Das alias Shyamal Das, the Predecessors of the Owners herein thus became the joint owners of the aforesaid area of land measuring 33 Decimals equivalent to 20 Cottahs more or less together with structure standing thereon lying and situate at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdrone, District South 24-Parganas.
- VII. **AND WHEREAS** the said Sri Kala Chand Sen, Sri Santosh Dey, Sri Ananda Mohan Saha and Sri Shyamal Kumar Das alias Shyamal Das, the Predecessors of the Owners herein got their names mutated with the records of the B.L. & L.R.O. concerned in respect of the aforesaid property in R.S. Khatian Nos. 116 & 117 and subsequently, got their names mutated with the records of the Kolkata Municipal Corporation and the said property has duly been assessed by the Kolkata Municipal Corporation being Assessee No.31-111-01-0306-6 and the said property being known and numbered as the Municipal Premises No.306, Atabagan and having its Postal Premises No.41. Ramkrishnanagar, P.O. Garia, P.S. Bansdrone, Kolkata-700084, District South 24-Parganas and started to enjoying the same free from all encumbrances on payment of usual rents and taxes to the authority concerned regularly.
- VIII. **AND WHEREAS** the said Sri Kala Chand Sen, Sri Santosh Dey, Sri Ananda Mohan Saha and Sri Shyamal Kumar Das alias Shyamal Das, the Predecessors of the Owners herein while thus jointly enjoying the aforesaid property, the said Kala Chand Sen granted, sold, transferred and conveyed his undivided 1/4th share of the aforesaid property measuring 5 Cottahs 7 Chittacks out of 21 Cottahs 12 Chittacks of land together with structure standing thereon lying and situated at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdrone, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdrone, Kolkata-700084, District South 24-Parganas, unto and in favour of Sikha Ghosh, Wife of Late Apurba Ghosh by a Deed of Sale duly registered in the Office at D.S.R.-I at Alipore and recorded in Book No.1, CD

Volume No.4, Pages from 227 to 939, being Deed No.00797 for the year 2010 for a valuable Consideration mentioned therein and became ceased and dispossessed there from absolutely forever.

- IX. **AND WHEREAS** while thus enjoying the aforesaid property, the said Sikha Ghosh, granted, sold, transferred and conveyed her aforesaid purchased property comprised the area of land measuring 5 Cottahs 7 Chittacks out of 21 Cottahs 12 Chittacks of land together with structure standing thereon lying and situated at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdroni, now within the limits of the Kolkata Municipal Corporation, Ward No. 111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdroni, Kolkata- 700084, District South 24-Parganas, unto and in favour of the said Sri Santosh Dey, Sri Ananda Mohan Saha and Sri Shyamal Kumar Das alias Shyamal Das, the Predecessors of the Owners herein by a Deed of Sale duly registered in the Office of D.S.R.-I, Alipore on 22.11.2019 and recorded in Book No.I, Volume No. 1601-2019, Page from 171427 to 171460, being Deed No.160103460 for the year 2019 for a valuable Consideration mentioned therein and became ceased and dispossessed there from absolutely forever.
- X. **AND WHEREAS** in the manner stated above, the said Sri Santosh Dey, Sri Ananda Mohan Saha and Sri Shyamal Kumar Das alias Shyamal Das, the Predecessors of the Owners herein became the joint lawful Owners (each having undivided 1/3rd share) of the aforesaid property comprising the area of land measuring 21 Cottahs 12 Chittacks of land together with structure standing thereon lying and situated at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdroni, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdroni, Kolkata-700084, District South 24-Parganas and started to enjoying the same jointly free from all encumbrances on payment of usual rents and taxes thereto regularly without any hindrance or any interruption whatsoever.
- XI. **AND WHEREAS** while thus enjoying the aforesaid property, the said Sri

Shyamal-Kumar Das-alias Shyamal Das granted, transferred, bestowed, assigned and assured his undivided 1/3rd share of the aforesaid property measuring 7 Cottahs 4 Chittacks more or less together with 133 Sft., tiled shed structure with cement flooring standing thereon out of 21 Cottahs 12 Chittacks of land together with 400 Sft, Tile shed structure standing thereon lying and situated at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdroni, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdroni, Kolkata-700084, District South 24-Parganas, unto and in favour of his son Mr. Sanjib Das (the Owner No.1 herein) by a Deed of Gift, duly registered in the Office of D.S.R.-V at Alipore on 07.08.2020 and recorded in Book No.1, Volume No. 1630-2020, Page from 60167 to 60195, being Deed No. 163001512 for the year 2020 absolutely and forever.

XII. **AND WHEREAS** while thus enjoying the aforesaid property, the said Sri Santosh Dey, granted, transferred, bestowed, assigned and assured his undivided 1/3rd share of the aforesaid property measuring 7 Cottahs 4 Chittacks more or less together with 133 Sft., tiled shed structure with cement flooring standing thereon out of 21 Cottahs 12 Chittacks of land together with 400 Sft., Tile shed structure standing thereon lying and situated at Mouza- Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdroni, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdroni, Kolkata-700084, District South 24-Parganas, unto and in favour of his Son Mr. Subrata Dey, (the Owner No. 2 herein) by a Deed of Gift, duly registered in the Office of D.S.R.-V at Alipore on 07.08.2020 and recorded in Book No.I, Volume No. 1630-2020, Page from 60137 to 60166, being Deed No.163001513 for the year 2020 absolutely and forever.

XIII. **AND WHEREAS** while thus enjoying the aforesaid property, the said Sri Ananda Mohan Saha, granted, transferred, bestowed, assigned and assured his undivided 1/3rd share of the aforesaid property measuring 7 Cottahs 4 Chittacks more or less together with 133 Sft., tiled shed structure with

cement flooring standing thereon out of 21 Cottahs 12 Chittacks of land together with 400 Sft., Tile shed structure standing thereon lying and situated at Mouza Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdroni, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdroni, Kolkata-700084, District South 24-Parganas, unto and in favour of his Son Mr. Arya Saha (the Owner No. 3 herein) by a Deed of Gift, duly registered in the Office of D.S.R.-V at Alipore on 07.08.2020 and recorded in Book No.I, Volume No. 1630-2020, Page from 60078 to 60106, being Deed No. 163001514 for the year 2020 absolutely and forever.

XIV. AND WHEREAS by virtue of the aforesaid three separate Deeds of Gift, Mr. Sanjib Das, Mr. Subrata Dey and Mr. Arya Saha, the Owners herein jointly became the absolute lawful Owners of the aforesaid area of land measuring 21 Cottahs 12 Chittacks of land together with structure standing thereon lying and situated at Mouza- Kamdahari, J.L.No.49, comprising in R.S. and L.R. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117 corresponding to L.R. Khatian Nos. 2292, 2293 and 2294, P.S. formerly Regent Park now Bansdroni, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdroni, Kolkata-700084, District South 24-Parganas and hereinafter called and referred to as the "SAID PROPERTY/PREMISES", more fully and particularly described in the Schedule "A" herein below and jointly enjoying the same by paying usual rents and taxes to the Appropriate Authorities Concerned without any hindrance or any interruption from others free from all encumbrances, liens, lispensens, attachments and/or charges whatsoever.

XV. AND WHEREAS the Promoter is engaged in the business of developing and promoting and also sponsoring construction of building having its own financial resources to carry out any development scheme, including construction of building taking up all the related responsibility of preparation and sanction of plan for construction and engage engineers, masons and labours and also put in resources for building materials and supervise of completing the construction of the proposed building and to procure

prospective owner for the flats, shops, garages, apartments and other spaces to be built as per the building plan to be sanctioned by the Kolkata Municipal Corporation.

XVI. **AND WHEREAS** by a Development Agreement cum Development Power of Attorney dated 19th day of February, 2021 duly registered with the office of District-Sub- Registrar-I, South 24 Parganas and recorded in its Book No. I, Volume No. 1601-2021, Pages from 27358 to 27415, being No. 160100561, for the year 2021 (hereinafter referred to as the "Development Agreement") the Owners herein appointed the Promoter herein to undertake the development of the said property more fully and particularly described in the Schedule "A" herein below by construction and erection of a Multi-Storied Building consisting of several self-contained residential flats, shops, car parking space and other commercial spaces thereon and to enter into agreements, deeds and other documents for sale, convey and transfer and receive earnest money and entire consideration out of the Developer's allocation.

XVII. **AND WHEREAS** in terms of Development Agreement the Promoter has got the building plan sanctioned from the Kolkata Municipal Corporation vide Building Permit No. 2024110053 dated 11th May, 2024.

XVIII. The said property is earmarked for the purpose of building a residential cum commercial project, comprising a Ground Plus Eleven (G+11) storied apartment buildings and the said project shall be known as '**ECO CREST**' ("Project");

XIX. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

XX. The KMC has granted the commencement certificate to develop the Project vide approval dated _____ bearing no. _____.

XXI. The Promoter has obtained the final layout plan approvals for the Project from the Kolkata Municipal Corporation. 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;

XXII. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on ___ under _____ registration

XXIII. 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 B below and the floor plan of the apartment is annexed hereto and marked as Schedule C);

XXIV. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

XXV. 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;

XXVI. 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;

XXVII. 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 and the garage/closed parking (if applicable) as specified in paragraph XXIII;

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in Para xxiii.

1.2 The Total Price for the Apartment based on the carpet area is Rs _____ (Rupees _____ only) ("**Total Price**") :

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

*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 - 1	Price for 1
Garage/Closed parking - 2	Price for 2

Explanation:

- i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- ii) The Total Price above excludes 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 to the Allottee;

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 in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. 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;

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said

notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.4 The Allottee (s) shall make the payment as per the payment plan set out in **Schedule D ("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 herein at Schedule 'E' and Schedule 'F' in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act.

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 to the final carpet area that has been allotted to the Allottee after the construction of the Apartment 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 reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed 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 allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule D. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

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

- i) The Allottee shall have exclusive ownership of the Apartment;
- ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants,

maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;

- iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with ___ car 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 Allottee of the Project.

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

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for waiver 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 outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule D] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed 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 ' _____ ' payable at _____.

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 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 D ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said 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 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

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then

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

7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within ____ days of receiving the occupancy certificate* of the Project.

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

7.4 Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

7.6 Compensation – The Promoter shall compensate the Allottee in case of any

loss caused to him due to defective title of the 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 (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, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Owners and the Promoter have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the 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 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 which will, in any manner, affect the rights of Allottee under this Agreement;

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

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

(x) The Schedule Property 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 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.

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.

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

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. 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 settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

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 on the specific understanding that his/her/their 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 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 "ECO CREST", 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 at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that 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 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. 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 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/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her/their own cost.

18. ADDITIONAL CONSTRUCTIONS

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

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/Plot/Building.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /

SUBSEQUENT ALLOTTEES

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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 bears to the total carpet area of all the Apartment 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. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

34. ADDITIONAL DEFINITIONS

In the Agreement, (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"Allottee shall mean persons who acquire apartments in the said Project;

"Apartment" shall mean the Apartment bearing no. __having carpet area of ____square meter (____square feet), corresponding to built-up area of ____square meter (____square feet), corresponding to super built-up area of ____square meter (____square feet), type____, on the __ Floor in Tower no____ together with right to park ____ in the covered/open parking space no. admeasuring NIL square feet (hereinafter referred to as the **"Apartment"** and more fully described in **Schedule B** hereunder as per the floor plan and specifications annexed hereto and marked as **Schedule C**);

"Applicable Interest Rate" shall mean ____ (_____) per annum;

"Applicable Laws" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter including WBRERA as may be applicable;

"Association" shall mean the body to be created by the Allottee;

"Booking Amount" shall have the meaning ascribed to it in clause 1.11;

"Common Areas" shall mean and include the common portions, amenities and facilities of the Said Complex being described in Clause 50;

"Common Expenses" shall include the proportionate share of common expenses briefly described and without limitation in Clause 48 herein to be paid borne and contributed by the Allottee for rendition of common services;

"Common Rules" shall mean the rules and regulations specified in Clause 49 to be observed by the Allottee for the common, peaceful, effective and harmonious use and enjoyment of the Complex;

"Development Control Regulations" shall mean the regulations under which the Allottee will be required to hold their properties;

"Effective Date" shall mean the date of execution when the Agreement comes into force;

"IFSD" shall mean interest free security deposit that the Allottee will be required to keep with the Promoter or the Maintenance Company;

"Maintenance Charges" shall have the meaning ascribed to it in Clause 40(b);

"Maintenance Company" shall mean the agency, body, company, association or condominium as may be appointed by the Promoter from time to time for the maintenance and upkeep.

"Management Agreement" shall mean the agreement that the Allottee may be required to execute with the Maintenance Company in the event the Promoter appoints one;

"NRE Account" shall have the meaning ascribed to it in the Foreign Exchange Management (Deposit) Regulations, 2000;

"Non-Resident Indian or NRI" shall have the meaning ascribed to it in the Foreign Exchange Management Act, 1999;

"NRO Account" shall have the meaning ascribed to it in the Foreign Exchange Management (Deposit) Regulations, 2000;

"Other Charges & Deposits" shall mean the costs and deposits specified in Clause 45 herein to be paid by the Allottee to the Promoter in the manner hereinafter provided;

"Parking Space" shall mean the right to park car(s)/two-wheeler(s) in the [covered/open] parking space allotted to the Allottee measuring an area of square feet more fully described in **Schedule B** hereunder;

"Person of Indian Origin or POI" shall have the meaning ascribed to it in the Foreign Exchange Management (Deposit) Regulations, 2000;

"PLC" shall mean the charges for preferential location of an apartment;

"Project" shall mean the new G + 11 storied Building to be constructed on the Said Property/Premises;

"Sanctioned Plans" shall mean the site plan, Building Plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plans and permissions granted by the competent authority for the Project;

"Unit" shall mean each unit of residency in the Project and the expression **"units"** shall be construed accordingly; and

35. COVENANTS FOR SALE

The Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment on the terms and conditions contained in this Agreement, subject to Allottee:

- (i) agreeing to pay within due dates the Other Charges and Deposits specified in Clause 47 herein from time to time;
- (ii) agreeing to pay within due dates the Common Expenses specified in Clause 48 herein from time to time;
- (iii) agreeing to abide by and adhere to the Common Rules specified in Clause 49 herein from time to time; and
- (iv) agreeing to abide by, observe and perform the specific covenants, stipulations, restrictions and obligations contained in this Agreement;

36. PAYMENT OF TOTAL PRICE AND OTHER CHARGES & DEPOSITS

36.1 Total Price

36.1.1 The Allottee shall make the payment of the Total Price as per the payment plan set out in **Schedule D**. The Promoter may from time to time raise demand as per Payment Schedule for payment of installments by issuing notices to the Allottee and the Allottee shall make the payments promptly within the time stipulated in such notices.

36.1.2 Besides the Total Price, the Allottee shall be required to pay certain other amounts as mentioned in the Payment Schedule and in Clause 40(b) and 47 herein ("**Other Charges and Deposits**") at such times as prescribed in the

Payment Schedule or as may be demanded by the Promoter from time to time.

36.1.3 Any change of Payment Plan/Schedule shall normally not be entertained but may be entertained on the discretion of the Promoter on payment of an extra charge of Rs. NIL /-(Rupees NA only).

36.2 **Prompt payment**

The Promoter has informed the Allottee and the Allottee is aware that any default in payments would jeopardize the entire Project as well as expose the Promoter to financial losses and also affect the other Allottee and the completion of the Project.

36.3 **Dishonour of payment instruments**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. _____/- (Rupees ____ only) together with applicable taxes thereon (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonored cheque.

36.4 **Delayed payments**

Any delay or default on the part of the Allottee to pay the amounts payable by him to the Promoter under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the Allottee and in event of such breach, the Promoter shall be entitled to charge interest as may be prescribed under Applicable Laws for the period of delay.

37. **FINANCE**

37.1 **Raising of finance by Promoter**

The Promoter shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the said Land and/or securitization of the receivables.

37.2 **Raising of finance by Allottee**

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he/she has been able to obtain financing for the purchase of the Apartment.

38. **POSSESSION OF THE APARTMENT**

38.1 **Mode of giving possession**

The Promoter shall serve upon the Allottee a notice in writing ("**Possession Notice**") to take over possession of the Apartment within ___ ("**Possession Period**") from the date of the Possession Notice. It will not be necessary for the Promoter to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter. Upon the Allottee complying with all provisions, formalities, documentation, etc. as may be prescribed by the Promoter in this regard and provided the Allottee is not in default of any of the terms and conditions of this Agreement, the Promoter shall give possession of the Apartment to the Allottee on a date ("**Possession Date**") mutually agreed but within the Possession Period. It is understood that the Possession Date shall not be a date later than the date specified in clause 7.1 above.

38.2 **Deemed Possession**

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the Possession Period, the Allottee shall be deemed to have taken possession on the 61st day from the date of Possession Notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the Possession Date.

38.3 **Responsibilities**

On and from the Possession Date:

- 38.3.1 The Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- 38.3.2 The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the common areas and facilities on and from the Possession Date;
- 38.3.3 All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the common areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and exclusively by the Allottee, with effect from the Possession Date.
- 38.3.4 All other expenses necessary and incidental to the management and maintenance of the Project.
- 38.3.5 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, 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 outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority concerned or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

39 COMMON AREAS, FACILITIES AND AMENITIES

39.1 Undivided interest

The Allottee together with all other Allottee of Units in the Project shall have only proportionate undivided variable and impartible interest and not any individual right in all common areas, amenities and facilities built or provided in the Project.

39.2 Water supply

Water supply to the residents of the Project will be made available from deep tube wells or any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply is not permitted. Each Unit shall be given one water supply connection. The installation cost will be reimbursed by the Allottee and the usage charges

will be applicable on actual consumption basis. However, after handing over the common areas and facilities of the Project, the Promoter/Maintenance Company/Association may make alternative arrangement for supply of potable water from the municipal/competent authority concerned and create necessary permissible infrastructure for the same at a cost which will be reimbursed by the Allottee as and when intimated by the Promoter/Maintenance Company/Association.

39.3 Sewerage

The entire sewage of the Project will be treated by the modern sewage treatment technology. This will efficiently treat the sewage and provide clean treated water at the end, which may be used for horticulture purposes. All the Units in the Project are to be connected to this system. For greater efficiencies and environmental reasons, the Allottee shall not dispose of solid wastes like paper and kitchen waste into the waste drains of toilets and kitchens.

39.4 Solid waste management

The Promoter/Maintenance Company/Association or any agency appointed by the Promoter/Maintenance Company/Association will arrange for collection and disposal of solid waste as per relevant statutes.

39.5 Storm water disposal

There will be a network of storm water management system through the entire Project. In order for this system to work, it is imperative that the drains are kept clear and clean at all locations.

39.6 Power supply

Installation costs, deposits and other charges to be paid by the Promoter to the Power Supply Authority concerned towards obtaining, installing power and for providing electricity to common areas like street light, parks, green verge, community facilities etc., shall be borne and payable by the Allottee proportionately. The Promoter/Maintenance Company/Association shall recover such installation costs, deposits and other charges from the Allottee. The amount recoverable from the Allottee for power arrangements shall be as specified in clause 47 hereunder written.

The Allottee shall pay for the Electricity Security Deposit ("**ESD**") for individual electric meters allotted to the Allottee by the Power Supply Authority.

In case the Power Supply Authority fails to provide individual meter to the Allottee and makes provision for a bulk supply, the Promoter shall provide sub-meters to the Allottee upon payment of the proportionate ESD payable to the Power Supply Authority for such connection. The amount recoverable from the Allottee will be intimated in due course as soon as the same is known to the Promoter.

The ESD would be subject to revision and replenishment and the Allottee shall be liable to pay proportionately such revision and replenishment to the Power Supply Authority as per their norms. In such cases the Allottee may be required to enter into a separate agreement for supply of electricity through sub-meters.

39.7 Diesel Generator backup

The Allottee will be provided power back up and will be charged extra both for installation and consumption of power as intimated by the Promoter. Any Allottee may opt for power back up of over and above the specified limit already provided by making specific request to that effect to the Promoter at the costs and expenses of the Allottee.

The Allottee shall be liable to pay installation charges as specified in clause 47 hereunder written and the same shall be paid to the Promoter within the due date to be notified thereof by the Promoter.

The actual running cost and maintenance charges of DG will be separately charged from the Allottee on the basis of proportionate backup power subscribed by him. The actual running and expenses for the DG for common areas will be charged from the Allottee.

39.8 Additions or replacements

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the Allottee in the Project on pro-rata basis as specified by the Promoter/Maintenance Company/Association. Upon completion, the Promoter/Maintenance Company/Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

40. MAINTENANCE AND ASSOCIATION

The Promoter may manage and maintain the common parts and utilities of the Project by itself or may hand over these to the Maintenance Company for which all Allottee may be required to execute an Agreement ("Management Agreement") with the Maintenance Company.

- (a) The Allottee shall become a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.
- (b) For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate maintenance charges ("**Maintenance Charges**") of such area and facilities as may be fixed by the Promoter/Maintenance Company and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay:
 - (i) The Allottee shall not be entitled to avail any maintenance services;
 - (ii) Applicable Interest Rate will become payable by the Allottee; and
 - (iii) The Promoter/Maintenance Company/Association shall adjust the unpaid amount from the IFSD. If due to such adjustment in IFSD falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill
- (c) An interest free corpus deposit ("**Maintenance Security Deposit**") for the Apartment shall be paid by the Allottee to the Promoter on or before taking over possession of the Apartment. The Maintenance Security Deposit is Rs. ___/- per square feet of the constructed area of the Apartment and the same shall be used by the Promoter/Association for repair of common areas, facilities and equipment provided in the Project. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee. The unused portion of the Maintenance Security Deposit shall be transferred to the Association as and when desired by the Association.

40 COVENANTS OF THE ALLOTTEE

40.1 Residential use

The Allottee shall not use the Apartment or permit the same to be used for any purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

40.2 **Transfer**

The Allottee shall not transfer the rights under this Agreement without prior written permission from the Promoter till such time all payments under this Agreement are cleared. The Promoter shall retain the first right of refusal for such transfer of rights. Where the Promoter does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Unit, the Allottee shall pay a transfer fee @ ____% (____ percent) on the prevailing market value of the Unit determined by Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal, at the date of such transfer or on transaction amount, whichever is higher, vide a nomination agreement, which if required under the Applicable Laws, shall be registered. Such transfer however shall be permissible only if the first installment as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

It may be noted that change of joint Allottee will be treated as transfer under this clause. However it is clarified that for this purpose, transfer of allotment within the same family shall not be treated as transfer of allotment. "Family" shall mean the Allottee himself together with the spouse, dependant parents and dependent children of such Allottee.

41. **ADDITIONAL EVENTS OF DEFAULTS AND CONSEQUENCES**

All defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement and/or the Allotment Letter shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive:

- (i) Failure by the Allottee to countersign and return the Promoter's copy of the Allotment Letter to the Promoter within the time stipulated therefor in the Allotment Letter.
- (ii) Failure to make the payments within the date stipulated therefor in the Allotment Letter or in this Agreement of the Total Price, stamp duty, registration fee, legal expenses, any incidental charges, including, but not limited to, security deposit, deposits for bulk supply of electrical energy, taxes, as may be notified by the Promoter to the Allottee from time to time.
- (iii) Failure to execute and register the transfer deed or any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Promoter relating to the Apartment. Failure to take possession of the Apartment

within the date stipulated by the Promoter in its notice for possession.

- (iv) Failure to execute the Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, or any increases in respect thereof, as demanded by the Promoter, its nominee, other Body or Association of Owners/Association of the Project.
- (v) Failure, pursuant to a demand by the Promoter in terms of this Agreement, to become a member of the association of owners of the Project or to pay subscription charges etc. as may be required by the Promoter or the association of owners, as the case may be.
- (vi) Assignment of the Allotment Letter or any interest of the Allottee therein without prior written consent of the Promoter.
- (vii) Dishonour of any cheque(s) given by any Allottee for any reason whatsoever.
- (viii) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertakings, affidavits, indemnities etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an event of default and the Allottee shall be bound to abide by the decision of the Promoter in this regard which shall be final and binding on the Allottee.

Without prejudice to the rights of the Promoter to charge interest in terms of this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including, but not limited to, those specified above, the Promoter may at its sole discretion issue a notice of such default to the Allottee and the Allottee shall be provided with a period of 15 (fifteen) days from the date of such notice to cure the said default or breach. In the event that the Allottee fails to cure such default or breach, within 15 (fifteen) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered/Speed Post with A/D at the address provided by the Allottee (s) and/or e-mail at the e-mail address provided by the Allottee, intimating him of the specific breach or default of terms and conditions in respect of which the Promoter is cancelling and terminating this Agreement. On such cancellation, the allotment and this Agreement shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the Apartment. Upon cancellation of the allotment and termination of the Agreement, the Promoter shall, within 45 (forty-five) days from such termination, refund by way of cheque/demand draft all amounts paid by the Allottee till the date of cancellation less the Cancellation Charges without interest, being the

liquidated damages payable to the Promoter.

42. MISCELANEOUS

- 42.1 The Allottee hereby agrees for allotment of the Apartment on the specific understanding that his/her/its right to the use of common areas shall be subject to timely payment of Maintenance Charges, as determined by the Promoter/Maintenance Company (or Association) and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoter/Maintenance Company and/or Association from time to time.
- 42.2 The Deed of Conveyance of the Apartment shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the Deed of Conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.
- 42.3 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with competent authority to be filed in accordance with the Applicable Laws.
- 42.4 The Allottee shall abide by the terms and conditions of the Development Control Regulations/Hand Book to be issued by the Promoter to enable it to regulate the future developments of Tiara Residency. The Development Control Regulations shall at all times be considered a part of this Agreement and shall survive the transfer deed in respect of the property in favour of the Allottee. Any violation of this condition shall entitle the Promoter to seek remedies provided under this Agreement in cases of breach, non- payment, defaults etc.
- 42.5 The Allottee is fully aware of the fact and covenants that notwithstanding anything elsewhere to the contrary herein contained, it is expressly clarified that the paths passages driveways etc., along the outer periphery of the Residential Complex on its Northern, Eastern, Southern and Western Portion shall be for common use by the Allottee as well as the Promoter.

43. Provisions of this Agreement applicable on the Allottee/subsequent Allottee

It is clearly understood and 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 Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

44. Non-waiver

Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

45. Indemnity

Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;
- iv. any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue;
- v. failure by the Indemnifying Party to fulfill its obligations under any applicable law; and

46. Jurisdiction

The Courts at Kolkata shall have exclusive jurisdiction.

47. Other Charges and Deposits

The Other Charges and Deposits payable by the Allottee are as follows:-

Part-I
[Other Charges]

1. **Electricity Service Connection Charge:** Costs incurred in making arrangements with WBSEDCL on actual for giving direct L.T connection to the Allottee/Transferee will be payable to the Promoter/Transferor by the Allottee/ Transferee.
2. **Association Formation Charges:** Costs incurred by the Promoter/Transferor for formation of Association will be payable to the Promoter/Transferor by the Allottee/ Transferee on actual.
3. **Documentation Charges:** The documentation charges or legal fees shall be paid by the Allottee/ Transferee at the rate of ___ % (___ per cent) of the Total Price.
4. **Generator facility for inner consumption & Electricity Infrastructure& Amenities Charges :** A sum of Rs. ___ per square feet (Rupees _____ only) shall be compulsorily payable by the Allottee/Transferee towards proportionate cost of providing stand-by generator of ___ Watts for internal consumption in the Apartment. Additionally, the Allottee/Transferee may, upgrade to stand-by generator of ___ Watts at an additional cost .

Further other miscellaneous charges, taxes, levies or penalties in relation to the transfer of the Apartment including preparation of the Conveyance Deed and other documents if any to be executed in pursuance thereof shall also be paid by the Allottee.

Part-II
[Deposits]

- i. **Corpus Deposit:** An interest free corpus deposit calculated at the rate of Rs. ___ (Rupees ___ only) per square feet of the constructed area of the Apartment ("**Corpus Deposit**") for the Apartment shall be paid by the Allottee to the Promoter, on or before a date to be notified by the Promoter which date shall not be a date later than the Possession Date. The amount of such Corpus Deposit payable shall be intimated by the Promoter on or before possession date. The Corpus Deposit shall be used by the Promoter /Association for repair of the Project or equipments provided therein. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee. The unused portion

of the Corpus Deposit shall be transferred to the Association without interest when incorporated.

- ii. **Electricity Security Deposit:** Deposits on actual to be incurred regarding obtaining of L.T. connection from WBSECDL will be payable to the Promoter by the Allottee.

48. Common Expenses

The expenses of the Common Portions mentioned herein will be proportionately shared by the Allottee with all the other Allottee as follows:

- A. The costs and expenses relating to the Project shall be borne by all the Allottee in the proportion constructed area of any Apartment will bear to the area of all the other constructed areas in the Project which will include all costs for maintaining the Common Portions.
- B. Some of the expenses mentioned herein may be common to all the Allottee or only to those of any particular Apartment as may be decided by the Promoter or the Association, as the case may be.
- C. The expenses for maintenance, operation and renovation etc. of the Project shall be borne and paid by the Allottee to the extent and in the manner the Promoter or the Association, as the case may be, may decide.
- D. The expenses shall, inter-alia, include the following:
 - i. **Maintenance:** All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the Common Portions and plantation of trees, maintaining the garden and supplying of round the clock water.
 - ii. **Staff:** The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter or the Association, as the case may be, for managing and maintaining and security of the common areas and facilities and utilities of the Project.
 - iii. **Operational:** All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
 - iv. **Insurance:** Costs towards payment of premium for insuring the Apartment and the Common Portions.
 - v. **Rates, taxes and outgoings:** All rates, levies, taxes or fees that are to be paid by the Promoter or the Association, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
 - vi. **Others:** Any other expenses incurred by the Promoter or the Association,

as the case may be, in respect of the Project and its Common Portions, not specifically mentioned herein including, but not restricted to, litigation expenses.

49. Common Rules

I. The Allottee shall not:

- a) Engage in any activity, which is offensive, obnoxious or injurious to public health
- b) Use or allow any part of the Apartment to be used for any illegal or immoral purposes or any other purpose which may cause annoyance or inconvenience to of the other occupiers in the Project
- c) Use or allow to be used the Apartment or any part or portion thereof for the purpose of public guest house, hotel, boarding house or for any other purpose similar thereto
- d) Claim any right, title and/or interest of whatsoever nature or kind over or in respect of any other part or portion of the Project
- e) Make any alteration or modifications in the structure without the approval of the Promoter/Transferor

II. The Allottee shall:

- a) Carry out the terms embodied in this Agreement and will continue to be bound thereby
- b) Carry out, observe and fulfill all the terms and conditions while making the application for allotment, and other terms and the rules that have since been promulgated and may hereafter be promulgated for or relating to development, control, code of conduct, infrastructure and aesthetic controls and/or any other Code or Rules, which have been handed over to the Allottee/Transferee at or before the execution hereof or will be handed over to the Allottee/Transferee from time to time which may, hereafter, be introduced by way of amendment or otherwise by or on behalf of the Promoter/Transferor for the beneficial use and enjoyment of the Project by all its occupiers
- c) Pay the Maintenance Charges i.e. the charges for maintenance of the Common Portions, at such rate as may be fixed from time to time
- d) Pay, in case it delays or defaults in making payment of the Maintenance Charges hereafter called the "**Allottee's/Transferee's Payables**", within the stipulated time for its payment, without prejudice to other rights of the Promoter/Transferor, interest @ ___% per annum on the defaulted amount of the Allottee's/Transferee's Payables till the date of payment along with interest thereon
- e) Pay or cause to be paid all rates and taxes or imposition which are now or hereinafter payable in respect of the Apartment
- f) Pay for the supply of electricity consumed by the Allottee/Transferee at

- the Apartment at such rate which may be fixed by the Promoter/Transferor or any other agency setup by the Promoter/Transferor or directly to the electric energy supplier, as the circumstances may require
- g) Pay for the supply of reticulated gas consumed by the Allottee/Transferee at the Apartment at such rate which may be fixed by the Promoter/Transferor or any other agency setup by the Promoter/Transferor or any agency / body directed by the Promoter/Transferor
 - h) Pay or cause to be paid all rates and taxes or imposition, including Goods and Service tax and VAT, if any, payable, on the Allottee's/Transferee's Payables which are now or hereinafter in future be payable in respect thereof
 - i) Use and enjoy all the Common Portions subject to such restrictions which the Promoter/Transferor or any other agency set up by the Promoter/Transferor for the purpose of management and maintenance of the Project impose in the interest of all
 - j) Use the Apartment solely for residential purpose and for none other and not convert it or any part thereof into a place of public worship or for any commercial purpose of whatsoever kind
 - k) Give up the Apartment on demand if it or any part thereof is at any time required by the Government for any public purpose when the Allottee/ Transferee will be entitled to refund of the entire amount of compensation money paid by the Government in respect of the Apartment
 - l) Permit the concerned authorities including the Promoter/Transferor, and their respective agents on 24 hours notice and at all reasonable hours to enter upon the Apartment to view its condition for all reasonable purposes
 - m) Keep the Apartment reasonably clean and in habitable condition
 - n) Keep the boundary wall around the Apartment in good repairs, well maintained and properly painted at all material times
 - o) Allow persons without any obstruction or hindrance authorized by the Promoter/Transferor to inspect, repair and clear the sewerage lines, water lines and the electrical lines passing through or over the Apartment or to do any other work in connection therewith required for the proper maintenance, usage and/or safety of the Project
 - p) Have no right to interfere with in any manner, any project or activity within the Project save and except through the Advisory Body
 - q) Allow the Promoter/Transferor to re-enter and take possession of the Apartment in default of observance and performance by the Allottee/Transferee of any of the terms and conditions and covenants on its part
 - r) Apply for and have the Apartment separately mutated and assessed in its name in the records of all concerned authorities and shall pay taxes accordingly
 - s) Continue to keep deposited the amount of the 'Sinking Fund & /

or Corpus Deposit &/ or other Deposits by whatever named called', if any, deposited by it with the Promoter/Transferor and deposit such further sum if so required on demand with the Promoter/Transferor as the case may be in consultation with the Advisory Body

- t) Execute agreements with the FMC for the upkeep of the common areas of the Project in consultation with the Advisory Body
- u) Pay monthly maintenance charges as and when requested by the FMC in consultation with the Advisory Body
- v) Ensure and arrange at their own cost and efforts all precautionary measures like shoring, piling etc as required to protect the structure and services on the adjacent plots/properties and the common infrastructure of the Project during construction of any building/ structure, laying of services in the said plot/property or in the event of any additional construction, alteration, modification as per approved plan and complying with all statutory guidelines thereon.

50. Common Areas

The Common Areas for the Project are as follows:

Common Portions

1. Roof, Mumty room
2. Stair Case and its landings, Lobbies
3. Lift, Lobbies and Lift machine room (if any)
4. Overhead Water Tank and pipelines
5. Electrical wires, cables, in common areas, meter room
6. Driveways & Walkways
7. Outer Façade of the building.
8. Driveways & walk ways.
9. Central Greens, landscaped greens.
10. Underground Water Reservoir.
11. Pump Room.
12. Utility Room.(if any)
13. Borewell (if any)
14. Water Supply System.
15. DG Room/AMF panel room.
16. Electrical sub station. (if any)
17. Sewage system including pipelines/manholes.
18. Storm water drain;
19. pipelines, inspection pits and chamber.
20. Electrical System
21. Water supply pipelines & system including but not limited to pumps/values etc.
22. Street Lights within the Zone
23. Cable Trenches
24. Entrance and Exit gates.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAME PROMOTER:

For NILKANTH ECO HOMES LLP
B. S. D. D.
Authorised Signatory

SIGNED AND DELIVERED BY THE WITHIN NAME OWNERS:

WITNESSES TO THE ABOVE

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE 'A'
(Said Property/Premises)

ALL THAT piece and parcel of Bastu land measuring **33 Decimals** equivalent to **20 Cottahs** together with structure standing thereon lying and situated at Mouza-Kamdahari, J.L.No.49, comprised in R.S. and L.R. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117 corresponding to L.R. Khatian Nos. 2292, 2293 and 2294, P.S. formerly Regent Park now Bansdroni, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdroni, Kolkata-700084, District South 24-Parganas, being butted and bounded in the manner as follows:

ON THE NORTH: By 25' Ft Wide Road;

ON THE SOUTH: By C. S. Dag No. 879, 880 and 891;

ON THE EAST: By C. S. Dag No. 877;

ON THE WEST: By 40' Ft wide Garia Boral Main Road.

SCHEDULE 'B' –
(Apartment).

ALL THAT the Apartment bearing no. ___ having carpet area of ___ square meter (___ square feet), corresponding to the built-up area of ___ square meter (___ square feet) and the super built-up area of ___ square meter (___ square feet), type-___, on the ___ Floor together with pro rata share in the common areas together with right to park ___ in the covered/open parking space no. ___ admeasuring ___ square feet in the project named "Eco Crest" being constructed on the said property/premises.

(The Apartment agreed to be sold to the Allottee is part of the Developer's Allocation).

SCHEDULE C
(Floor Plan of the Apartment)

The typical floor plan is attached herewith

SCHEDULE D
(Payment Plan)

Event	Due Date	Amount
Booking		
On Agreement		

On Commencement of Work	-	
On Completion of Pile	-	
On Completion of 1st floor roof casting	-	
On Completion of 2nd floor roof casting	-	
On Completion of 3rd floor roof casting	-	
On Completion of 4th floor roof casting	-	
On Completion of 5th floor roof casting		
On Completion of 6th floor roof casting		
On Completion of 7th floor roof casting		
On Completion of 8th floor roof casting		
On Completion of 9th floor roof casting		
On Completion of 10th floor roof casting		
On Completion of 11th floor roof casting		
On Completion of Tile Work	-	
On Notice of Possession	-	
	Total :-	

**SCHEDULE E
(SPECIFICATION OF CONSTRUCTION)**

**SCHEDULE F
SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE PROJECT)**

	Internal Door	Flush doors
Wall finish	Exterior	Weather coat paint
	Interior	POP finish
Electrical	Switches	Modular type switch of reputed make
	Wiring	Concealed copper wiring of reputed make
	Telephone Point	Provision in living/dining
	TV Point	Provision in living/dining & master bedroom
	Electrical Points	Adequate light & fan points
	Split AC Points	In living/dining & all bedrooms
	Exhaust Fan Points	In all Toilets
	Chimney Points	In Kitchen
	Washing Machine Points	As per architectural layout plan
	Geyser Points	In all toilets
DG back up		@ 500W (compulsory). Additional at extra cost.
Common Areas		
Lift Lobby		Vitrified tiles
Lift		Automatic Lifts of reputed make
Staircase		Tiles / Kota
CCTV		CCTV cameras at complex entry Gate

SCHEDULE F
SPECIFICATIONS, AMENITIES, FACILITIES
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- (1) Lift
- (2) CCTV cameras at Complex entry gate

