

## AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this (Date) day of (Month), 2024

### BY AND BETWEEN

**ADITRI PROPERTIES PRIVATE LIMITED (PAN – AAXCA0358B)**, a company within the meaning of the Companies Act, 1956, as extended by the Companies Act, 2013, having its registered office at 2C, Mahendra Road, Kolkata – 700 025, hereinafter referred to as the **OWNER/PROMOTER** (being represented by one of its Directors/Authorised Signatory, namely, **CHANDAN CHATTERJEE (PAN – ACRPC0270H & AADHAR CARD NO. 7247 4468 8525)**, son of Late Sachindra Kumar Chatterjee, residing at 2/2A, Mahendra Road, Police Station and Post Office – Bhowanipore, Kolkata 700 025 hereinafter referred to as the **OWNER/PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office and assigns) of the **ONE PART**

### AND

*[If the Purchaser is an Individual]*

[●], son of [●], (**PAN No: [●]**) (**AADHAAR No: [●]**), residing at [●], Post Office: [●], Police Station: [●], Pincode [●], (hereinafter referred to as the "**PURCHASER/ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representatives, executors, administrators, successors and/or permitted assigns) of the **OTHER PART**.

### [OR]

*[If the Purchaser is a Company]*



[●](CIN [●]) (PAN [●]); a company within the meaning of the Companies Act, 2013, having its registered office situated at [●], Post Office: [●], Police Station: [●], Pincode[●], represented by its Director/Authorized Representative/Authorized Signatory [●](PAN [●]) (AADHAAR No. [●]), son of [●], working for gain/residing at [●], Post Office: [●], Police Station: [●], Pincode[●], authorized *vide* board resolution dated [●], (hereinafter referred to as the “PURCHASER/ALLOTTEE”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **OTHER PART**.

[OR]

*[If the Purchaser is a LLP]*

[●](LLPIN [●]) (PAN [●]); a company within the meaning of the Limited Liability Partnership Act, 2008, having its registered office situated at [●], Post Office: [●], Police Station: [●], Pincode[●], represented by its Designated Partner [●](PAN [●]) (AADHAAR No. [●]), son of [●], residing at [●], Post Office: [●], Police Station: [●], Pincode[●], authorized *vide* board resolution dated [●], (hereinafter referred to as the “PURCHASER/ALLOTTEE”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **OTHER PART**.

[OR]

*[If the Purchaser is a Partnership]*

[●](PAN: [●]), a partnership firm established under the Indian Partnership Act, 1932 and having its office at [●] Post Office: [●], Police Station [●], Pincode[●], represented by its authorized partner [●](PAN: [●]), (AADHAAR No: [●]), son of [●] and residing at [●] Post Office: [●], Police Station [●], Pincode[●], (hereinafter referred to as the “PURCHASER/ALLOTTEE”,



which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators, successors and assigns) of the **OTHER PART**.

[OR]

*[If the Purchaser is a Trust/Society]*

[•](**PAN: [•]**), a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [•] Post Office: [•], Police Station [•], Pincode[•] and represented by its [•][•](**PAN: [•]**), (**AADHAAR No: [•]**), son of [•] and residing at [•] Post Office: [•], Police Station [•], Pincode[•], (hereinafter referred to as the "**PURCHASER/ALLOTEE**"), which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the governing body of the society for the time being and their successors-in-office and permitted assigns) of the **OTHER PART**.

[OR]

*[If the Purchaser is an HUF]*

[•](**PAN: [•]**), (**AADHAAR No: [•]**), son of [•], residing at [•] Post Office: [•], Police Station [•], Pincode[•] for self and as the *Karta* of the Hindu Joint *Mitakshara* Family known as [•]**HUF(PAN: [•])**, having its place of business/residence at residing at [•] Post Office: [•], Police Station [•], Pincode[•] (hereinafter referred to as the **Allottee(s)**) (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean



and include his heirs, legal representatives, executors, administrators and permitted assigns) of the **OTHER PART**.

Promoter and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

Words defined in the Agreement shall have the meaning ascribed therein.

**WHEREAS :**

- A. The Promoter is the absolutely and lawfully owner of and entitled to the ALL THAT right, title, interest in the Property more fully described in **Part – I of Schedule A** hereto which was acquired by the Promoter from time to time (hereinafter referred to as "the said **Land/Project Land**").
- B. The devolution of ownership rights in favour of the Promoter in respect to the **said Land** is more particularly detailed in **Part – II of Schedule A** hereunder.
- C. The Project Land is earmarked for the purpose of building a residential cum commercial project having ground plus four(G+4) floors (hereinafter referred to as "the **Building**") having commercial unit, several apartments, common areas and other facilities ("Project") out of which the Promoter has decided to reserve the Ground Floor and the first floor of the Building for commercial purpose (hereinafter referred to as the SHOWROOM SPACE) and the upper floors for residential flats (hereinafter referred to as the RESIDENTIAL AREA). The Project Land with the building to be constructed thereon is hereinafter referred to as "**the Project**", which is known as '**ADITTI VAIBHAV**'.
- D. The Promoter is fully competent to enter into this Agreement.
- E. The Kolkata Municipal Corporation ("**KMC**") had sanctioned the Plans for development and construction of the Building on the Said Land *vide* Building Plan No. 2024080034dated 8<sup>th</sup> July,2024("**Sanctioned Plan**").



- F. The Promoter agrees and undertakes that it shall not make any changes to the Plans except in compliance with Section 14 of the Act and other laws as applicable and/or as provided herein.
- G. The Project has been registered under the provisions of the Act read with the West Bengal Real Estate (Regulation and Development) Rules, 2021 ("**WBREDA Rules**") with the West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_ which is valid till [●].
- H. The Promoter vide letter dated \_\_\_\_\_ has submitted for the commencement of the Project.
- I. The Allottee had applied to the Promoter for allotment of an Apartment in the Project vide Application ("**Application**", morefully detailed in **Part - V of Schedule B**) on the terms and conditions recorded therein, in pursuance whereof, by and under a provisional allotment letter ("**Allotment Letter**", morefully detailed in **Part - VI of Schedule B**), the Promoter has provisionally allotted in favour of the Allottee rights in respect of All That the Apartment described in **Part - I of Schedule B** hereunder written ("**Said Apartment**") together with such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project, which do not form a part of the Common Areas, as stated in **Part - II of Schedule B** hereunder written ("**Car Parking Space**") for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), as permissible under the applicable law together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the "**Common Areas**", and more particularly described in **Part I of Schedule - D** hereto and any other areas as defined under clause (n) of Section 2 of the Act. The Said Apartment together with the permission to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space if any, hereinafter collectively shall be referred to as the "**Said Apartment And Properties Appurtenant Thereto**").



- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following read with Schedule A Part III:
- i. The title of the said Project Land and the documents relating thereto;
  - ii. The ownership right, interest and/or entitlement of the Promoter in respect of the Said Land and the said Apartment (defined below)
  - iii. The rights of the Allottee in respect of the said Land and the Said Apartment And Properties Appurtenant Thereto;
  - iv. The Plans and the necessary approvals and permissions;
  - v. The Carpet Area, Built-up Area and Super Built-up Area of the said Apartment And Properties Appurtenant Thereto.
- L. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so. Notwithstanding anything to the contrary contained elsewhere, it is expressly acknowledged and agreed by the Allottee that prior to entering into this Agreement and prior to making any payment, the Allottee has read and understood the terms, conditions, covenants, stipulations and restrictions contained herein which shall be binding on him/her/them/it.
- M. 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.
- N. 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.



O. 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 grant its right title and interest in the said Apartment And Properties Appurtenant Thereto and the Allottee hereby agrees to take acquire the Said Apartment And Properties Appurtenant Thereto as specified in paragraph \_\_\_\_ of the recital.

**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 and transfer to the Allottee, and the Allottee hereby agrees to purchase the rights to the Said Apartment And Properties Appurtenant Thereto, as specified in Recital \_\_\_\_ hereinabove.

1.2. The total price(excluding Goods & Service Tax) for the Said Apartment And Properties Appurtenant based on the carpet area of the said Apartment is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only. In addition thereto the Allottee has agreed to pay the Extra Charges and Deposits and the Taxes all hereinafter collectively referred to as "**Total Price**". The break-up and description of the Total Price is as follows:

Sl. No.	Details	Rate of Apartment per square feet (to be derived from amounts as per carpet area).
	Apartment No. _____ Type Standard Floor _____	Rs. _____/-



	Exclusive balcony or verandah	Included in Total Price above
	Parking - ___ (_____)	Rs. _____
a)	Apartment Price (in rupees) without Taxes	Rs. _____/-
	a1) Taxes (The Goods and Service Tax and any other applicable tax on the Apartment Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being 5% amounting to Rs. _____
b)	Extra Charges (in rupees) without Taxes	
b1)	Transformer Charges & Electricity Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC or any other Authority for providing and installing transformer at the said Project.  Provided the Allottee shall pay the Deposit to CESC directly on account of Individual Meter.	On Actuals
b2)	Legal and Documentation Charges	Rs. _____/-
b3)	Association Formation Charges	Rs. _____/-
b4)	Diesel Generator Power Backup- This amount is payable for the installation of Diesel Generator ("DG") for power backup to run the basic facilities	Rs. _____/-





	<p>in the Project.</p> <p>The maximum load that will be provided for ____ Apartment – ____ KW / ____ Apartment – ____ KW,</p>	
b5)	Taxes (The Goods and Service Tax and any other applicable tax on the Apartment Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being ____% amounting to Rs. _____
c)	Deposits	
	c1) Towards provisional Maintenance Deposit/Sinking Fund. This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.	Rs. _____/-
	c2) Advance Maintenance Charges	Rs. _____/-
	c3) Deposits on account of municipal rates and taxes in respect of the said Apartment	Rs. _____/-
d)	Apartment Price as mentioned in Sl. No. a, Extra Charges as mentioned in Sl. No. b and its sub clauses except b7 and Deposits as mentioned in Sl. No. c and its sub clauses	Rs. _____/-



e)	Total Price as per <b>Clause (d)</b> (including Taxes).	Rs. _____/-
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*Explanation:*

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Apartment And Properties Appurtenant Thereto;
- (ii) The 'Taxes' component of the Total Price includes taxes payable by the Allottee (comprising of both tax paid as well as payable by the Promoter by way of Value Added Tax, Service Tax, CGST, SGST, Cess or any other similar tax which may be levied in connection with the construction of the Project by the Promoter) up to the date of handing over of possession of the Apartment to the Allottee or the date of execution of the Sale Deed in favour of 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 to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (fifteen) days from the date of demand by the Promoter within the time and in the manner specified in Schedule-C. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of consideration of Car Parking Space and pro rata share in the Common Areas.



- 1.3. The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of any increase in area and/or the 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 and/or increases as may be otherwise agreed. 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 shall make the payment of the Total Price as per the payment plan set out in **Schedule 'C'** (herein after referred to as "**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 at mutually agreed terms for the period by which the respective installment may be 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 (specifications mentioned in Part IV of Schedule B) and the nature of fixtures, fittings and amenities described therein in respect of the Said Apartment And Properties Appurtenant Theretoor the Project, as the case may be, without the previous written consent of the Allottee.
- Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long as the same does not affect the said Apartment intended to be transferred in favour of the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.
- 1.7. The Promoter shall confirm the final carpet area and the built up area that have been allotted to the Allottee after the construction of the Building is complete and the Partial



or Full Completion/Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area and the built-up area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within forty-five days with interest at the rate specified in Rule 17 of the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, the Promoter shall demand the same from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.8. Subject to Clause 9.3 and subject to their being no delay or default in payments and compliances by the Allottee hereunder, the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Apartment And Properties Appurtenant Theretoas mentioned below:

- (i) The Allottee shall have exclusive allotment of the said Apartment and the right to use the Car Parking Space (defined below) described in **Part - II of Schedule B**. The allotment of the Car Parking Space shall be made by the Promoter after issue of the completion/occupancy certificate by KMC and such allotment shall be made by the Promoter at its sole discretion.
- (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 allottees/occupants of the Project, Promoter, other co-owners, occupants, maintenance staff etc. without causing any inconvenience and hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall transfer and convey undivided



proportionate title in the Common Areas to the Association of allottees as provided under the Act; and

- (iii) That the computation of the price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of price of the appertaining Land, construction of not only the said Apartment And Properties Appurtenant Theretobut also proportionately the common areas, internal development charges as per agreed specifications, external development charges as per agreed specification, taxes, cost of providing up to the Apartment the electrical connectivity, fire detection and firefighting equipment in the common areas (if applicable) and includes cost for providing all other facilities as provided within the Project.

1.9. It is made clear by the Promoter and the Allottee agrees that the Said Apartment 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.

1.10. It is understood by the Allottee that all other areas, that is, areas and facilities falling outside the Project and/or not specifically included in the Common Areas under this Agreement shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.11. The Promoter agree(s) to pay all outgoings before transferring the physical possession of the Said Apartment And Properties Appurtenant Theretoto the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionateland cost, municipal or other local taxes, charges for water or electricity, Maintenance Charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment And Properties Appurtenant



Thereto and such other proportionate 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 physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee, then the Promoter agrees to be liable, even after the transfer of physical possession of the Said Apartment And Properties Appurtenant Thereto, 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.

1.12. The Allottee has paid a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as Booking Amount being part payment towards the Total Price of the said Apartment And Properties Appurtenant Thereto at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price for the Said Apartment And Properties Appurtenant Thereto, as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Promoter or not, within the time and in the manner specified therein.

1.13. 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 subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques/demand drafts/banker's cheques payable at Kolkata or through RTGS/online payment (as applicable) in favour of the Promoter.



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

3.1. The Allottee, if resident outside India, shall intimate the same in writing to the Promoter and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment for sale/transfer of immovable properties in India etc. and provide the Promoter with necessary declarations, documents, permissions, approvals, etc. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Promoter be liable or responsible for any delay, default, non-compliance or violation by the Allottee. 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 And Properties Appurtenant Thereto applied forherein in any way and the Promoter shall issue the payment receipts in favour of the Allottee only.



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

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Apartment and Properties Appurtenant thereto, 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 take steps to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee and the Common Areas to the Association after receiving the Completion/Occupancy Certificate subject to reasons beyond control and Force Majeure. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule "C"** ("Payment Plan").

6. **CONSTRUCTION OF THE PROJECT/ THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO:**

The Allottee has seen the Sanctioned Plan, proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the payment plan, floor plans, layout plans which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said lay-out 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 Competent Authority and shall not have an option to make any variation/alteration/modification in





such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO:**

**7.1. Schedule for possession of the Said Apartment And Properties Appurtenant Thereto:**

The Promoter agrees and understands that timely delivery of the possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee along with ready and complete Common Areas of the Project is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Said Apartment And Properties Appurtenant Thereto on **31<sup>st</sup> December, 2027**, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the 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 extension of time for the delivery of possession of the Said Apartment And Properties Appurtenant Thereto. Provided, that such Force Majeure conditions are not of a nature which makes 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 allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2. Procedure for taking possession:** The Promoter upon obtaining the Completion Certificate by the competent authority ("**Outgoings Payment Commencement Date**") shall offer in writing the possession of the Said Apartment And Properties Appurtenant Thereto (provided the Allottee is not in breach of any term or condition



mentioned herein) 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 (**Possession Notice**). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees(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 possession to the Allottee in writing within **30** days of receiving the completion certificate of the Project/Building containing the Apartment.

**7.3. Failure of Allottee to take possession of the Said Apartment And Properties**

**Appurtenant Thereto:** 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 Allottee-** After obtaining the partial/full Completion/Occupancy Certificate and handing over physical possession of the Apartments to all the Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association 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 said 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 Said Apartment And Properties Appurtenant Thereto

- (i) In accordance with the terms of this Agreement, duly completed by the date specified herein; or
- (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Apartment And Properties Appurtenant Thereto, with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Said Apartment And Properties Appurtenant Thereto.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; and Promoter has requisite rights to carry out development upon the said



Land and absolute, actual physical and legal possession of the said Land for the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Said Apartment And Properties Appurtenant Thereto;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Land and the Said Apartment And Properties Appurtenant Thereto 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 and the Said Apartment And Properties Appurtenant Thereto and the Common Areas, if any;
- (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 agreed to be 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 And Properties Appurtenant Thereto which will, in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter are not restricted in any manner whatsoever from sale of rights of the Said Apartment And Properties



Appurtenant Thereto to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the Sale Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of Allottees, once formed;
- (x) The said Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the competent authorities till the issuance of the Completion Certificate.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) That the said Land is not a Wakf Property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in handover possession of the Said Apartment And Properties Appurtenant to the Allottee within the time period



specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to move inhandover possession' shall mean that the Said Apartment And Properties Appurtenant shall be in a habitable condition which is complete in all respects And Completion Certificate issued in this respect shall be conclusive proof of the same is ready with the provisions as described in paragraph (xii) of the recitals above and for which the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called has been issued by the competent authority as per the Act for the Project.

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

9.2. In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones development of the Said Apartment And Properties Appurtenant as agreed 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 this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the Total Price of the Said Apartment And Properties Appurtenant along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice. It is clarified that all amounts collected as GST deposited with the appropriate authorities



concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST. 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment And Properties Appurtenant which shall be paid by the Promoter to the Allottee within 45 (forty-five days) of it becoming due.

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

- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under Schedule C hereto and/or timely payment of the other payments mentioned herein, 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 Rule 17 of the Rules for the period of delay;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment/Agreement of the said Apartment and rights appurtenant in favour of the Allottee and refund the money paid to the Promoter by the Allottee towards the Total Price by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.



**10. DEED OF CONVEYANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT:**

The Promoter, on receipt of Total Price of the Said Apartment And Properties Appurtenant as mentioned in 1.2 above and all other amounts or dues payable by the Allottee hereunder or in law in respect of the Apartment including Maintenance Charges, electricity charges, property and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his/her/their/its obligations under this Agreement or otherwise under law from the Allottee, shall execute a Deed of Conveyance and transfer and convey to the Allottee the title to the Said Apartment And Properties Appurtenant together with proportionate indivisible share in the Common Areas of the Project within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate, to the Allottee.

However, in case the Allottee fails to deposit the stamp duty and 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 Deed of Conveyance 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. MAINTAINANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over the maintenance of the Project upon the issuance of the Completion/Occupancy Certificate of the Project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter upon demand.

**12. DEFECT LIABILITY:**





It is agreed that in case any structural defect in construction which is certified by a licensed Architect and/or engineer (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of issue of the Partial or Full Completion/Occupancy Certificate, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days or such further time as may be necessary as per the Architect/Structural Engineer, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee 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 has agreed to purchase the Said Apartment and Rights Appurtenant on the specific understanding that his 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 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 SAID APARTMENT FOR REPAIRS :**

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas, covered or mechanical / pitcar parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

**15. USAGE :**

Use of the Common Areas: The Common Areas as located within the Project, shall be earmarked for purposes such as facilities 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 equipments, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association formed for rendering maintenance services.

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

- 16.1. Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2. The Allottee further undertakes, assures and guarantees that he/she would not put any 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, Building therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said 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 said Apartment.
- 16.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.



16.4. The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Clause 35.11 read with Schedule E** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Allottee is entering into this Agreement for allotment of the said Apartment and Rights Appurtenant thereto with full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

**18. ADDITIONAL CONSTRUCTION**

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) and disclosed, except for as provided in the Act and this Agreement including the clauses herein.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFFECTING THE FINAL RIGHT OF THE ALLOTTEE:**

The Promoter shall be entitled to mortgage the land for the purpose of implementation of the Project and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project upon mortgaging the land. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or



corporate bodies, the Promoter shall be entitled to create charge and/or mortgage in respect of the Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Apartment and Right Appurtenant, a release/no objection/ clearance shall be obtained by the Promoter. Similarly, the Allottee shall be entitled to take housing loans for the purpose of acquiring the said Apartment in the Project by way of mortgage from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement.

**20. APARTMENT OWNERSHIP ACT:**

The Promoter have assured the Allottee that the Project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

**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 registration authority as and when intimated by the Promoter. If the Allottee 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 to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority 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 previous assurances, representations, brochures, advertisements including through digital/electronic media, correspondence, negotiations, understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties save and except the General Terms and Conditions in regard to the said Apartment and Rights Appurtenant thereto.

**23. RIGHT TO AMEND:**

The 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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Apartment, in case of a transfer that is validly made with the prior written consent of the Promoter, as the said obligations go along with the said Apartment for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

- 25.1. The Promoter may, at its sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (Schedule 'C') including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 25.2. Failure on the part of the Parties 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 the 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 the Project, the same shall be the proportion which the carpet area the said Apartment bears to the total carpet area of all the Apartments in the Project.

**28. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of the 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 completed only upon its execution by or on behalf of the Promoter through their respective authorized signatory/constituted attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub-



Registrar, Additional District Sub-Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

**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:

Allottee:

]Name of the Allottee,

] [Allottee Address]

Promoter:

**PRIME REALCON PRIVATE LIMITED,**

448, HemantaMukhopadyay Sarani,

Kolkata – 700 029

It shall be duty of the Allottee and the Promoter to in form each of therof 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 maybe.

**31. JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by either of the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered 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 Act and the Rules and Regulations made thereunder including other applicable 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 referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

**34. ADDITIONAL TERMS:**

*The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*

**35. Additional Definitions**

In addition to any other terms which are defined in this Agreement by inclusion in parenthesis and/or quotations, the undernoted terms, shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such terms hereinbelow:-





**“Agreement”** shall mean this agreement together with each of the Recitals and Schedules stated and/or incorporated herein by reference or otherwise, as may be amended in the manner as recorded herein and/or in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to this agreement.

**“Application Money”** shall mean Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only).

**“Balcony/Verandah”** shall mean the balcony(ies)/verandah(s) which is/are meant exclusively for the use of an Allottee, and which comprises an integral and inseparable part/component of an Apartment.

**“Booking Amount”** shall mean 10% (ten percent) of the Total Price, which includes the Application Money.

**“Building(s)”** shall mean the new building(s) consisting of various self-contained apartments and constructed spaces, proposed to be constructed at the said Land .

**“Common Expenses”** shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee and the other Allottees, each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee:

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottees for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the said Land, the Building, the Common Areas; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the said Land and/or the Buildings including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and



- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc., and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas.
- e) such other charges, expenses etc. as determined by the Promoter from time to time; and

each of the aforesaid together with the applicable Taxes thereon.

**“Common Purposes”** shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the said Land, the Building, including the Common Areas) and the several facilities etc. at/of the said Land and/or the Buildings including the repairs, replacements, improvements etc. thereof;
- b) dealing with and regulating matters of common interest of each of the Allottees relating inter alia to their mutual rights and obligations in respect of the said Land and the Project, for the use and enjoyment of their respective Apartments and the Common Areas;
- c) Insurance of the Project and the Common Areas.
- d) the collection and disbursement of the Common Expenses;
- e) all other common purposes and/or other matters, issues etc. in which the Allottees have common interest relating to the Project the extent, mode and manner of each of the above to be as determined and formulated by the Promoter ; and
- f) all other common expenses and/or other matters issues etc. which the Allottees have in common interest relating to the said Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter.

**“Outgoings”** shall mean all the municipal rates and taxes, land revenue, assessments, electricity charges (including transmission loss), utility charges and all



other outgoing by whatever name called including but not limited to those determined by the Promoter , which shall be final and binding on all the Allottees including the Allottee, each together with the applicable Taxes, interest and penalty thereon, if any.

“**Chargeable Area**” shall mean the built-up area forming part of the Apartment and such proportionate share in the common parts and portions as may be determined by the Architect for the time being in respect of the said Project and any certificate given by him shall be final, conclusive and binding.

**THE SCHEDULE A**  
**PART I**  
**(THE SAID PROPERTY)**

ALL THAT three storied house constructed on a piece and parcel of land admeasuring an area of 4 cottahs 1 chittaks and 16 sq.ft situated at Municipal Premises No. 48/9 Manoharpukur Road within the limits of Calcutta Municipal Corporation being plots nos.”Q” and “N/2” of the Hindusthan Park- Manoharpukur Road- Land Scheme” and being comprised in Holding No. 287 in sub Division P Division VI DehiPanchannagram, P.S Tallygunge Now Ballygunge District South 24 Parganas, now known as Municipal Premises No. 48/9 , Purna Das Road, Kolkata 700029 along with all the right of easement, appurtenance, being bounded and bounded as follows:-

**ON THE NORTH** : By Premises no. 11C, Hindustan Park Road, Kolkata

**ON THE SOUTH** : By KMC Road namely Purna Das Road, Kolkata

**ON THE EAST** : By Premises no. 49A, Purna Das Road, Kolkata

**ON THE WEST** : By Premises no. 48, Purna Das Road and Premises no. 48/8, Purna Das Road, Kolkata



## PART II

### [TITLE]

- i) One Debendra Nath Ghosh while being the lawful owner and well seized and possessed and sufficiently entitled to ALL THAT piece and parcel of land admeasuring an area of 4 cottahs 1 chittaks and 16 sq.ft situated at Municipal Premises No. 48/9 Manoharpukur Road within the limits of Calcutta Municipal Corporation being plots nos."Q" and "N/2" of the Hindusthan Park- Manoharpukur Road- Land Scheme" and being comprised in Holding No. 287 in sub Division P Division VI DehiPanchannagram, P.S Tallygunge Now Ballygunge District South 24 Parganas, now known as Municipal Premises No. 48/9, Purna Das Road, Kolkata 700029, hereinafter referred to as the "**said Land**", sold transferred and conveyed the said Property to BijayRatna Sur vide a Deed of Conveyance dated 22.01.1939 recorded in Book No.1 Vol.No. 5 Page Nos. from 176 to 180 Being No. 142 for the year 1939 registered with the office of Sub Registrar at Sealdah.
- ii) The Said BijayRatna Sur while being entitled to the said Property caused to construct a masonry building at the said Land. Thereafter the said BijayRatna Sur died intestate on 11.06.1952 leaving behind his wife and three sons namely Sephalika Sur, Prabhat (alias Provat) Kumar Sur, Arun Kumar Sur and Tapan Kumar Sur as his only legal heirs and successors and accordingly Sephalika Sur, Prabhat (alias Provat) Kumar Sur, Arun Kumar Sur and Tapan Kumar Sur became entitled to the said Land.
- iii) The said Sephalika Sur while being entitled to her share in the said Land died intestate on 21.12.1981 leaving behind her three sons Prabhat Kumar Sur, Arun Kumar Sur and Tapan Kumar Sur as her only legal heirs and accordingly Prabhat (alias Provat) Kumar Sur, Arun Kumar Sur and Tapan Kumar Sur became entitled to the said Land.
- iv) Prabhat (alias Provat) Kumar Sur, Arun Kumar Sur and Tapan Kumar Sur while jointly being entitled to the said Land and the construction thereat mutated their names with the



records of Kolkata Municipal Corporation (KMC) under Assessee No. 110862100116. Thereafter, Prabhat (alias Provat) Kumar Sur, Arun Kumar Sur and Tapan Kumar Sur caused to construct another two floors on the existing structure standing at the said Land, after obtaining a modified sanction plan from KMC vide Building Sanction No. 48(IV) dated 22.05.1984.

- v) The said Prabhat (alias Provat) Kumar Sur died intestate on or about 03.03.1993 leaving behind his wife Alpana Sur and his two daughters namely SuvraNeogie and Shukla Niyogi as his only legal heirs.
- vi) The said Arun Kumar Sur died as a bachelor on 16.07.2013 and the said Tapan Kumar Sur died as a bachelor on 28.01.2023, both leaving behind Class II heirs being their brothers daughters SuvraNeogie and Shukla Niyogi on whom their share in the said Land have devolved. The said Alpana Sur wife of Prabhat (alias Provat) Kumar Sur died on 07.10.2014 leaving behind her two daughters namely SuvraNeogie and Shukla Niyogi, on whom her share in the said Land have devolved. The said Arun Kumar Sur, Tapan Kumar Sur and Alpana Sur all had executed and registered three separate Wills all dated 07.06.2013.
- vii) The Deb dip Neogihad been named as Executor under all the said Wills but he has not accepted such office and accordingly renounced his executorship as is recorded in his letters all dated 14.06.2023.
- viii) By an indenture dated 26.07.2023 duly registered with District Sub- Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2023, Page Nos.307181 to 307202, Being No.160311227 for the year 2023, (1) Smt. SuvraNeogie and (2) Smt. Shukla Niyogi, therein referred to as the "Vendors", Deb dip Neogi therein referred to as "Confirming Party" sold transferred and conveyed the said Land in favour of Aditri Properties Private Limited herein referred to as Owner/Promoter for the consideration as recorded therein.
- ix) Thereafter to rectify some anomalies in the Deed of Conveyance having Being No.160311227 for the year 2023 the said Owner/Promoter executed a Deed of



Declaration dated 18.08.2023 recorded in Book No.1 Vol. No. 1603-2023 Page Nos. 345488 to 345499 Being no. 160312775 for the year 2023 registered with the office of D.S.R. - III South 24-Parganas.

### **PART III**

#### **[Representations, Confirmation and Acknowledgment by the Allottee]**

The Promoter hereby informs and/or represents to the Allottee as follows:

- i) the right, title and interest of the Promoter over/in respect of the said Land and to develop and deal with the Project intended to be constructed/developed on the said Land;
- ii) the Devolution of Title;
- iii) the nature, state, condition and measurement of the said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv) the Car Parking Space if any, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter;
- v) the proposed location, lay out plan and the dimensions of each of the Said Apartment and the Car Parking Space;
- vi) the Common Areas which are intended to form a part of the Project;



- vii) the laws/notifications and rules applicable to the area where the said Land is situated, in general, and the Project and similar projects, in particular;
- viii) the present estimated respective Carpet Area of the Said Apartment and the manner of calculation thereof;
- ix) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- x) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of conveying the right title interest in respect of the Said Apartment And Properties Appurtenant Thereto along with the permission to park private medium sized car(s) within the space comprising the Car Parking Space if any, the manner and method of use and enjoyment of the same as well as the covenants running with the said Land and the Said Apartment and Properties Appurtenant Thereto;
- xi) Any document containing any additions, modifications, amendments, consents or variations accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment etc. of a document and as such registration of any document containing any amendment etc. is not likely to be possible.
- xii) that the Car Parking Space/s provided in the Project are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning



and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

- xiii) the Specifications as also the measurements, dimensions, designs and drawings;
- xiv) the state and condition in which the Said Apartment And Properties Appurtenant Theretoif any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
- xv) the Promoter is desirous to amend and modify the Plan in the manner morefully detailed and described below and the Allottee unequivocally agrees and accepts such amendment and modification voluntarily and this acceptance herein, shall be construed to be a consent under Section 14 of the Act and Section 9 (3) of the Rules:
- xvi) the Promoter shall be entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rulesand as provided for in this Agreement, the Promoter shall be entitled to and would be well within its right to alter, modify, amend, revise etc. the Plan and to undertake any further and/or additional construction(s) at the





Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building, and the Promoter shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Building including all the Common Areas, notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Apartment And Properties Appurtenant Thereto, and each of such further constructions shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;

- xvii) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;

and the Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:



- a) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the said Land and/or the Said Apartment And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Apartment And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or enure to the benefit of the Allottee, and therefore are fair and reasonable;
- b) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
- c) that the Allottee has entered into this Agreement after taking into account/consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- d) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;



- e) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/her/their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Apartment And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;
- f) that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Apartment And Properties Appurtenant Thereto; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Land and/or the Project and Common Areas.

### **THE SCHEDULE B**



**Part I**

All That the Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor in Tower No. \_\_\_\_\_ of the Building being constructed on the said Land as a part of the Project, having a Carpet Area of \_\_\_\_\_ sq.ft. more or less, with the respective areas of the Balcony/Verandah and the Open Terrace, if any, being respectively \_\_\_\_\_ sq.ft. more or less and \_\_\_\_\_ sq.ft. more or less, equivalent to a Built-up Area of \_\_\_\_\_ sq.ft. more or less.

**Part II**

**(CAR PARKING SPACE)**

All That the \_\_\_\_\_ (\_\_\_\_\_) number(s) of [\_\_\_\_\_] covered or mechanical / pitcar parking space(s) at the Building/Tower on the said Land to be considered as limited common areas as per the West Bengal Apartment Ownership Act, 1972, as modified from time to time and as earmarked, identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee within such space .

**Part III**

**(FLOOR PLAN)**

**Part IV**

**(SPECIFICATIONS)**

**To be provided by client**

**Part V**

**(Application Form)**

**Part VI**



**(Allotment Letter)**

**SCHEDULE - "C"**

**[PAYMENT DETAILS]**

Booking amount	Rs. 10,00,000/-
On Execution of Agreement (Within 30 days of Booking)	20% of Total Consideration (Less Booking Amount)+ GST as applicable
On completion of Foundation	15% of Total Consideration + GST as applicable
On completion of 1st Floor Slab Casting	15% of Total Consideration + GST as applicable
On completion of 2 <sup>nd</sup> Floor Slab Casting	10% of Total Consideration + GST as applicable
On completion of 3 <sup>rd</sup> Floor Slab Casting	10% of Total Consideration + GST as applicable
On completion of Brick Work of Floor	10% of Total Consideration + GST as applicable
On completion of POP	10% of Total Consideration + GST as applicable
On completion of Flooring	5% of Total Consideration + GST as applicable
On or before Possession	5% of Total Consideration + GST as applicable

**SCHEDULE D**

**PART I**

**(COMMON AREAS)**



1. Staircase on all the floors lobbies corridors.
2. Staircase landings and lift landings on all floors.
3. Lift well.
4. Lift room.
5. Common passage and lobby on the ground floor excepting car parking areas and other open and covered spaces.
6. Tubewell water pump overhead water tank underground water reservoir water pipes and other common plumbing installation.
7. Electrical wiring meters and fittings in the common areas.
8. Drainage and sewerage.
9. Fire Fighting equipment.
10. Passage pathways driveways and entrance.
11. Ultimate Roof of the Building.
12. The Project Land

## **PART II**

### **(COMMON EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the said Flat and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.



2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Flat and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Flat as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the said Property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (nor forming part of any Apartment) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Premises and providing such additional lighting apparatus as the Lessor may think fit.
11. Maintaining and operating the lifts.



12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Flat.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual allottee of any Flat.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Flat.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made thereunder relating to the building excepting those which are the responsibility of the Owner/occupier of any Flat.
18. The Purchase maintenance renewal and insurance of equipment as the Owner may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.





19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organisation it is reasonable to provide.
21. Such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

**SCHEDULE E**  
**(HOUSE RULES)**

- i. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and other Common Purposes.
- ii. to use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Apartment or any activity which may cause nuisance or annoyance to the Allottees.
- iii. Without prejudice to the generality of the foregoing, not to use the Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other Allottees.



- iv. Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Apartment or Building or anywhere in the Project PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Apartment.
- v. Not to partition or sub-divide the Apartment nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
- vi. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- vii. not to install or keep or operate any generator in the Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Apartment.
- viii. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- ix. to maintain at his/her/it/their own costs, the Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local Authority, CESC Limited, Fire Service Authorities,



Pollution Control authority and/or any statutory authority, as applicable and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube- well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

- x. to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Promoter or to the other Allottees. The main electric meter shall be installed only at the common meter space in the said Project. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Building.
- xi. not to sub-divide the Apartment and Car Parking Space under any circumstances.
- xii. not use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said Project.
- xiii. not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any and the Common Areas.
- xiv. not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- xv. to apply for and obtain at his own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- xvi. not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-



conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.

- xvii. not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- xviii. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- xix. the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Car Parking Space, the facility of such parking shall be subject to the following conditions:-
  - a. The Allottee shall use only the space for Car Parking Space identified for him as per Part-II of **SCHEDULE B** hereto for parking;
  - b. The Allottee to whom parking space is allotted shall pay the Car Parking Maintenance Charges punctually and without any delay or default;
  - c. The Allottee shall use the Car Parking Space, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space.
  - d. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
  - e. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - f. The Allottee shall not grant transfer let out or part with the Car Parking Space independent of the Apartment nor vice versa.
  - g. The Car Parking Space does not confer any right of space on which such parking facility is provided.
  - h. In case due to any enactment or implementation of legislation, rule, bye- law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottee is not permissible, then the



Allottee shall not hold the Promoter liable in any manner whatsoever nor make any claim whatsoever against the Promoter.

- i. In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Allottees of such facility or any other Allottees in the Project.
  
- xx. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
  
- xxi. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Apartment free from all hazards relating to fire.
  
- xxii. to keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition so as to support shelter and protect the other Apartments/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.
  
- xxiii. not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
  
- xxiv. not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.



- xxv. not violate any of the rules and/or regulations laid down by the Maintenance In-charge for use of the Common Areas, Shared Common Areas and Shared Common Infrastructure
- xxvi. not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- xxvii. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- xxviii. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.
- xxix. to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the the Promoter and all other persons entitled thereto.
- xxx. to use of the Common Areas with due care and caution and not hold the the Promoter liable in any manner for any accident or damage while enjoying the Common Areas by the Allottee or his family members or any other person.
- xxxi. not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.



- xxxii. not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- xxxiii. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- xxxiv. no bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- xxxv. keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
- xxxvi. not to change/alter/modify the names of the Project and/or any of the Buildings therein from those mentioned in this Agreement.
- xxxvii. The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Apartment, the Car Parking Space and the other components of the Said Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.



**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their respective hands and seals the day month and year first above written

**SIGNED, SEALED AND  
DELIVERED**

**BY THE PROMOTER** at Kolkata in  
the  
presence of:-

1.

2.

**SIGNED, SEALED AND  
DELIVERED**

**BY THE PURCHASERS** at Kolkata in  
the  
presence of:-

1.





2.

