

AGREEMENT

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

By and Between

1. **M/s. Golden Goenka Realty LLP**, a Limited Liability Partnership firm governed by the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 74, Bentinck Street, Kolkata - 700001, Post Office Lalbazar, Police Station Lalbazar, West Bengal **(LLPIN AAG-8008) (PAN AAPFG9433L)**, represented by its Designated Partner **Mr. Rajeev Goenka**, son of Girdhari Lal Goenka, by faith Hindu, by nationality Indian, by occupation Business, residing at Satyam Towers, Flat 2B/1, 3 Alipore Road, Opposite Horticulture Garden Alipore, Kolkata- 700027, Post Office Alipore, Police Station Alipore , District South 24 Parganas, West Bengal. **(PAN ALZPG8966B) (AADHAAR No. 826890987901)**

2. **M/s. Goldengoenka Estate Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 25A, S.P. Mukherjee Road, Kolkata - 700025, Post Office Bhawanipore, Police Station Bhawanipore, West Bengal **(CIN U45201WB2021PTC244935) (PAN AAJCG0100B)**, represented by its Designated Partner **Mr. Rajeev Goenka**, son of Girdhari Lal Goenka, by faith Hindu, by nationality Indian, by occupation Business, residing at Satyam Towers, Flat 2B/1, 3, Alipore Road, Opposite Horticulture Garden, Alipore, Kolkata- 700027, Post Office Alipore, Police Station Alipore, District South 24 Parganas, West Bengal. **(PAN ALZPG8966B) (AADHAAR No. 826890987901).**

3. **M/s. RAV Enclaves LLP**, a Limited Liability Partnership Firm registered under the Limited Liability Partnership Act, 2008, having its registered office at 80, Golaghata Main Road, Block A, VIP Tower, Kolkata- 700048, Post Office Lake Town, Police Station Lake Town, West Bengal **(PAN AAUFR1969H)**, represented by its Designated Partner **Mr. Anant Goenka**, son of Sri Ashok Kumar Goenka, by faith Hindu, by nationality Indian, by occupation Business, residing at 120, Bangur Avenue, Block C, Kolkata- 700055, Post Office Lake Town, Police Station Lake Town, District North 24 Parganas, West Bengal. **(PAN ALPPG2182F) (AADHAAR No. 400072347263).**

4. **M/s. AG Ferrum and Alloy Trading LLP**, a Limited Liability Partnership Firm, registered under the Limited Liability Partnership Act 2008, having its registered office at 243, Lake Town, Block – A, Kolkata – 700089, Post Office Lake Town, Police Station Lake Town, District North 24 Parganas, West Bengal **(PAN ABPFA1879B)**, represented by its Designated Partner **Mr. Anant Goenka**, son of Sri Ashok Kumar Goenka, by faith Hindu, by nationality Indian, by occupation Business, residing at 120, Bangur Avenue, Block – C, Kolkata 700055, Post Office Lake Town, Police Station Bangur Avenue, District North 24 Parganas, West Bengal. **(PAN ALPPG2182F) (AADHAAR No. 400072347263).**

(collectively **Owners/Promoters**, includes successors-in-interest and/or permitted assigns).

AND

[If the Allottee is a company]

1. _____, [CIN no. _____] a company incorporated under the provisions of the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013, having its registered office at _____, PIN _____, Post Office _____, Police Station _____, District _____,

_____ [PAN _____], represented by its authorized _____, _____, son/ daughter/ wife of _____, by faith _____, by nationality _____, by occupation _____, working for gain at _____, PIN _____, Post Office _____, Police Station _____, District _____, _____ [PAN _____] [Aadhar No. _____] duly authorized vide board resolution date _____.

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, PIN _____, Post Office _____, Police Station _____, District _____, _____ [PAN _____], represented by its authorized _____, _____, son/ daughter/ wife of _____, by faith _____, by nationality _____, by occupation _____, working for gain at _____, PIN _____, Post Office _____, Police Station _____, District _____, _____ [PAN _____] [Aadhar No. _____] authorized vide _____.

[OR]

[If the Allottee is an Individual]

_____, son/ daughter/ wife of _____, by faith _____, by nationality _____, by occupation _____, aged _____ about _____, residing at _____, PIN _____, Post Office _____, Police Station _____, District _____, _____ [PAN _____] [Aadhar No. _____]

[OR]

[If the Allottee is a HUF]

_____, a Hindu Undivided Family, having its place of business at _____, PIN _____, Post Office _____, Police Station _____, District _____, _____ [PAN _____], represented by its Karta _____, _____, son of _____, by faith _____, by nationality _____, by occupation _____, working

for gain at _____, PIN _____, Post Office _____, Police Station _____,
District _____, _____ [PAN _____] [Aadhar No. _____]

(**Allottee**, includes its successor-in-interest, executors, administrators and permitted assignees).

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

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

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) "**Section**" means a section of the Act.

WHEREAS:

- (i) By virtue of (i) a Sale Deed dated 29th September, 2003, registered from the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book I, Volume No. 1, Pages from 1 to 30, being deed no. 00516, for the year 2004 and (ii) a Sale Deed dated 29th September, 2003, registered from the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book I, Volume No. 1, Pages from 1 to 32, being deed no. 00517, for the year 2004, Purushottam Mulji Patel, Nanji Mulji Patel, Maniben Patel, Shardaben Patel, Dhanji Mulji Patel, Vijay Patel, Savitaben Patel and Deepak Patel (collectively, **Purushottam Mulji Patel and Ors.**), became the joint Promoters of land admeasuring 1 (one) *bigha* 4 (four) *cottahs* 13 (thirteen) chittack and 21 (twenty one) square feet, more or less, together with structures thereon, lying situate at and being Municipal Premises No. 22D (previously, Premises No. 22), Motilal Basak Lane, Kolkata- 700054, Police Station Phoolbagan, within the limits of Kolkata Municipal Corporation, Ward no. 31, Sub-Registration Office Sealdah, District South 24 Parganas (**Said Property**).
- (ii) By a Deed of Conveyance dated 9th July, 2022, registered in the Office of the District Sub-Registrar III, South 24 Parganas, recorded in Book I, Volume No. 1603-2022, Pages from 375064 to 375123, being deed no. 160310528 for the year 2022, the said Purushottam Mulji

Patel and Ors., the vendors therein, jointly sold, transferred and conveyed the Said Property to the Owners, namely, (1) Golden Goenka Realty LLP (2) Golden Goenka Estate Private Limited (3) RAV Enclaves LLP and (4) AG Ferrum and Alloy Trading LLP.

- (iii) Golden Goenka Realty LLP (**Project Attorney**) is entitled to carry out construction upon the Said Property as per the terms and conditions as mentioned in the Attorney Agreement dated 05th October, 2023 made amongst the Owners/Promoters through the Project Attorney.
- (iv) The Said Property is earmarked for the purpose of building a residential project, comprising of G + 4 (Ground plus four) multistoried apartment building along with Car Parking Space and the said project shall be known as '**ORCHID HOME**' (**Said Building**) and the architect of the Said Building is M/s Mass and Void represented by its Proprietor Shri _____ (**Project Architect**);
- (v) The development and/or construction of the Said Building which shall be constructed and developed by the Owners/Promoters through the Project Attorney in terms of the Attorney Agreement and registered Power of Attorney dated..... (registration details) and proposed as a "real estate project" and is under registration as a 'real estate project' (**Real Estate Project or Project**) with the West Bengal Real Estate Regulatory Authority (**Authority**), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- (vi) The Owners/Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right of the Owners/Promoters regarding construction and development of the Project on the Said Property have been completed.
- (vii) The Kolkata Municipal Corporation (**KMC**) has granted the commencement certificate to develop the Project vide approval dated bearing no. _____.
- (viii) The Owners/Promoters through the Project Attorney have obtained the final layout plan approvals for the Project from the KMC *vide* Building Permit No. **2023030045** dated **29-09-2023** for the purpose of raising multistoried buildings on the Said Property. The Owners/Promoters agree and undertake that it shall not make any changes, modifications and/or variations to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- (ix) The Owners/Promoters through the Project Attorney have registered the Said Project under

the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on _____ under vide registration no. _____.

- (x) The Allottee being aware of the Project and based on the title assurance by the Owners/Promoters and/or their Advocate and after referring to the papers and documents supplied by them available on the link of the Project Attorney's website/ RERA website, the Allottee after prima facie satisfying himself/herself/itself/themselves about the rights of the Owners/Promoters and after inspection of the Building Plan, designs and specifications prepared by the Architect and sanctioned by the Competent Authorities in respect of the Said Project and all other permissions necessary for construction and development of the Said Project had applied vide application no. _____ dated _____ and has been allotted apartment no. _____ in the Project having saleable carpet area of _____ square feet, more or less, of the said apartment, along with saleable carpet area of _____ square feet, more or less, of the Servant Quarter, further alongwith saleable carpet area of _____ square feet, more or less, of the verandah/balcony (if applicable) totaling to a saleable carpet area of _____ square feet, more or less, of the Said Apartment **corresponding to Built Up Area** ____ sq.ft. on _____ floor in the Said Building along with right to use covered parking no. ____ admeasuring around ____ sq.ft., each of or around the Building Block, as permissible under the applicable law and pro rata share in the common areas (right to use only since Common area will be conveyed to Association) working out to be ____ sq.ft. Super Built Up Area of the Real Estate Project (**Share In Common Areas**), as defined under clause (n) of Section 2 of the Act (**Said Apartment and Appurtenances**) more particularly described in the **Schedule B** mentioned below and the floor plan of the Said Apartment is annexed hereto and marked as **Annexure II**;
- (xi) The Parties have gone through the detailed terms and conditions as set out in this Agreement and understood the mutual rights and obligations as detailed herein.
- (xii) The Owners/Promoters and the Allottee hereby confirm that they are signing this Agreement with full knowledge of all the laws, bye-laws, rules, regulations, notifications, etc., that are applicable to this Project.
- (xiii) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations as contained in this Agreement and all other applicable laws, are now willing to enter into this Agreement on the terms and conditions as set forth hereinafter.
- (xiv) In accordance with the terms and conditions as set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners/Promoters through the Project Attorney hereby agree to sell and the Allottee hereby agrees to purchase the Said Apartment and the

covered parking (if applicable) as specified in the **Schedule** below;

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:

Subject to the terms and conditions as detailed in this Agreement, the Owner/Promoters through the Project Attorney, agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Apartment And Appurtenances.

The Total Price for the Said Apartment and the Appurtenances based on the net usable area along with carpet area of the verandah, Common Areas and the car parking space (**Saleable Area**) is Rs. _____ (Rupees _____) only (**Price of the Said Apartment and Appurtenance**) including Rs. _____ (Rupees _____) for the Said Apartment along with Rs. _____ (Rupees _____) for the right to park _____ (_____) car/s admeasuring _____ square feet (as mentioned in the e-assessment slip issued by the Directorate of Registration and Stamp Revenue, Government of West Bengal) + GST on Price of the Said Apartment and Appurtenance _____ as applicable (Total Price) further along with the charges payable for the extras amounting to Rs. _____ (Rupees _____) + G.S.T. on Extras as applicable, amounting to Rs. _____ (Rupees _____), morefully described under the payment plan mentioned in **Schedule C** below.

The Total Price for the Said Apartment based on saleable/carpet area per square feet.	_____/ - per square feet
Apartment No.	

Particulars	Amounts
Apartment No.	
Covered Car Parking -1(one)	
Price	
Price for Apartment	_____/ -
Price for Covered Car Parking	_____/ -
GST for Apartment	_____/ -
GST for Covered Car Parking	_____/ -

Total Amount	_____/-
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Extras :

Particulars	Amount
Generator Charges	_____/-
Transformer Charges	_____/-
Sinking Fund	_____/-
Association Formation Charges	_____/-
Legal Charges	_____/-
GST for Extras	_____/-

Explanation:

- (a) The Total Price above includes the booking amount paid by the Allottee to the Owners/Promoters towards the Said Apartment;
- (b) The Total Price above includes Taxes (consisting of tax paid or payable by the Owners/Promoters by way of GST and other taxes, if any as per law, and cess or any other similar taxes which may be levied, in connection with the construction and development of the Said Project payable by the Promoter up to the date of handing over the possession of the Said Apartment;
- (c) Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Owners/Promoters shall be increased/reduced based on such change / modification if any;
- (d) The Owners/Promoters through the Project Attorney shall periodically intimate to the Allottee, the amount payable as stated in sub clause (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Owners/Promoters through the Project Attorney 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;
- (e) The Total Price of Said Apartment includes: 1) pro rata share in the Common Areas; and 2) covered parking (if any) as provided in the Agreement.
- (f) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from

time to time. The Owners/Promoters through the Project Attorney undertake and agree that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owners/Promoters 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.

- (g) The Allottee shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- (h) The Owners/Promoters through the Project Attorney shall not allow, any rebate for early payments of installments payable by the Allottee.
- (i) It is agreed that the Owners/Promoters through the Project Attorney shall not make any additions and/or alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the said apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Owners/Promoters through the Project Attorney 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, Rules and/or Regulations.
- (j) The Owners/Promoters through the Project Attorney shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Block building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Owners/Promoters through the Project Attorney. If there is any reduction in the carpet area within the defined limit, then Owners/Promoters through the Project Attorney shall refund the excess money paid by Allottee within forty-five days as specified in the Rules. If there is any increase in the carpet area allotted to Allottee, the Owners/Promoters through the Project Attorney shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

The Owners/Promoters through the Project Attorney agrees and acknowledges, the Allottee shall have the right to the Said Apartment as mentioned below:

- i. The Allottee shall have exclusive Ownership of the Said Apartment;
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the

share/ interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. 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 Owners/Promoters through the Project Attorney shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;

- iii. That the computation of the price of the Said Apartment includes recovery of price of land, construction cost of not only the Said Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas, if provided, etc. and includes cost for providing all other facilities and/or amenities as provided within the Project.
- iv. The Allottee has the right to visit the Project site to access the extent of Development of the Project and his said Apartment, as the case may be subject to prior consent and approval of the Project Engineer and complying with all the Safety measures while visiting the Site. Further the Allottee hereby agrees that he/she shall not create any hindrance to the Developer and/or any person involved in the development/construction of the Said Project.
- v. It is made clear by the Owners/Promoters to the Allottee that the Said Apartment along with covered parking (if any) shall be treated as a single indivisible unit for all purposes and the Allottee hereby agrees the same. It is agreed that the Said Project is an independent, self-contained Project covering the Said Property and is not a part of any other project or zone and shall not form part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- vi. It is understood by the Allottee that no other areas i.e. areas and facilities falling outside the Project, shall form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Promotership Act, 1972.
- vii. The Owners/Promoters through the Project Attorney hereby agree to pay all other outgoings

before transferring the physical possession of the Said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and/or financial institutions, which are related to the project). If the Owners/Promoters through the Project Attorney fail 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 Said Apartment to the Allottee, the Owners/Promoters shall be liable to clear such outgoings/outstanding and/or penal charges if any, even after the transfer of the said property, to the authority or person to whom they are payable and shall also be liable for the cost of any legal proceedings which may be taken by such authority or person.

- viii. The Allottee has paid the booking amount _____ being part payment towards the Total Price of the Said Apartment at the time of application, the receipt of which the Owners/Promoters through the Project Attorney hereby acknowledge and the Allottee hereby agrees to pay the remaining price/consideration amount of the Said Apartment as prescribed in the Payment Plan (**Schedule C**) hereunder written as may be demanded by the Owners/Promoters within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount payable he/she shall be liable to pay interest at the rate specified in the West Bengal Real Estate (Regulation and Development) Rules, 2021 .

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Owners/Promoters abiding by the construction milestones, the Allottee shall make all payments, on demand by the Owners/Promoters, within the stipulated time as mentioned in the Payment Plan, under Schedule C, through A/C Payee Cheque/Demand draft/PO or Online Payment (NEFT/RTGS) in favour of Golden Goenka Realty LLP, Payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment

acquisition/sale/transfer of immovable properties in India etc. and provide the Owners/Promoters with such permission, approvals which would enable the Owners/Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law for the time being in force. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Owners/Promoters through the Project Attorney accept no responsibility in this regard. The Allottee shall keep the Owners/Promoters 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 Owners/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owners/Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Owners/Promoters shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Owners/Promoters as well as the Allottee. The Owners/Promoters through the Project Attorney shall 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 of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and/or other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owners/Promoters as provided in **Schedule C (Payment Plan)**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Said Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Owners/Promoters. The Owners/Promoters through the Project Attorney shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Owners/Promoters through the Project Attorney undertake 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 statutory authority concerned and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Owners/Promoters shall constitute a material breach of the Agreement. The Owners/Promoters shall be entitled to obtain Project Finance for the Project as and when required and the Allottee shall not object to the same under any circumstances.

7. POSSESSION OF THE APARTMENT

- (i) **Schedule for possession of the said Apartment:** The Owners/Promoters through the Project Attorney agree and understand that timely delivery of possession of the Said Apartment is the essence of the Agreement. The Owners/Promoters, based on the approved plans and specifications, assures to hand over possession of the Said Apartment on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owners/Promoters shall be entitled to the extension of time for delivery of possession of the Said Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Owners/Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owners/Promoters through the Project Attorney shall refund to the Allottee the entire amount received by the Owners/Promoters from the allotment within time agreed between the Parties from that date and the Owners/Promoters shall not be liable to pay any interest on the said amount. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Owners/Promoters and that the Owners/Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

- (ii) **Procedure for taking possession:** The Owners/Promoters, upon obtaining the Occupancy Certificate/Completion Certificate/Partial Completion Certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within 1 (one) month from the date of issue of such notice and the Owners/Promoters through the Project Attorney shall give possession of the Said Apartment to the Allottee. The Owners/Promoters through the Project Attorney agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owners/Promoters. The Allottee agrees to pay the maintenance charges as determined by the Owners/Promoters/association of Allottees, as the case may be. The Owners/Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- (iii) **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Owners/Promoters as per clause 7 (ii), the Allottee shall take possession of the Said Apartment from the Owners/Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owners/Promoters through the Project Attorney shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7(ii), such Allottee shall continue to be liable to pay interest, at a rate prescribed under the Act, over the amount due to be payable to the Owners/Promoters as per the Payment Plan, mentioned under Schedule C herein under, till the time default continues along with the Demand payable and maintenance charges as applicable on the Said Apartment.
- (iv) **Possession by the Allottee:** After obtaining the Occupancy Certificate/Completion Certificate/Partial Completion Certificate and handing over physical possession of the Said Apartment to the Allottees, it shall be the responsibility of the Owners/Promoters to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- (v) **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 Owners/Promoters, the Owners/Promoters herein are entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the

Allottee shall be returned by the Owners/Promoters to the Allottee within the time agreed by the Parties. Notwithstanding the above, the time period mentioned in this clause shall not include any period covered by Force Majeure conditions including but not limited to pandemic situations.

- (vi) **Compensation:** The Owners/Promoters through the Project Attorney shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force but such liability shall cease with the handing over of the Said Apartment to the Allottee and the Common area as mentioned herein for common purposes to the Associations of Allottees.

Except for occurrence of a Force Majeure event, if the Owners/Promoters through the Project Attorney fail to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Owners/Promoters shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Apartment, with interest at the rate specified in the West Bengal Real Estate (Regulation and Development) Rules, 2021 within 45 days including compensation in the manner as provided under the Real Estate Regulation Act 2016; However, if such withdrawal is applied for beyond such 45 days, no interest and/or compensation shall be payable to the Allottee by the Owners/Promoters. Provided that where if the Allottee does not intend to withdraw from the Project, the Owners/Promoters through the Project Attorney 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.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNERS/PROMOTER

The Owners/Promoters hereby represent and warrant to the Allottee as follows:

- (i) The Owners/Promoters have absolute, clear and marketable title with respect to the Said Property; the requisite rights to carry out development upon the Said Property and absolute, actual, physical

and legal possession of the Said Property for the Said Project;

- (ii) The Owners/Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project/ Said Property;
- (iii) There are no encumbrances upon the Said Property or the Said Project;
- (iv) There are no litigation pending before any Court of law with respect to the Said Property, Said Project or the Said Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Property and Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Property, Block building and Said Apartment and common areas;
- (vi) The Owners/Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owners/Promoters have 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 Property, including the Said Project and the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owners/Promoters confirm that the Owners/Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owners/Promoters shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the Common Areas to the Association of the Allottees;
- (x) The Said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property/Said Apartment And Appurtenances;
- (xi) The Owners/Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the handover of the possession to the Allottee;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been received by or served upon the Owners/Promoters in respect of the Said Property and/or the Project;
- (xiii) That the Said Property is not *Waqf* property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Owners/Promoters through the Project Attorney fail to provide ready to move in possession of the Said Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects, as per the specifications and amenities as stated herein under, based upon which the Completion Certificate is issued by the Competent Authority;
- (ii) Discontinuance of the Owners/Promoters business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Owners/Promoters under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Owners/Promoters as demanded by the Owners/Promoters. If the Allottee stops making payments, the Owners/Promoters through the Project Attorney shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Owners/Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

9.3 The Allottee shall be considered as Defaulter under a condition of Default, on the occurrence of the

following events:

- (i) In case the Allottee fails to make payment within 15 days from the date of demand made by the Owners/Promoters as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Owners/Promoters on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Owners/Promoters in this regard, the Owners/Promoters through the Project Attorney shall cancel the allotment of the Said Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated (provided that the Owners/Promoters through the Project Attorney shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination). Notwithstanding the above, the time period mentioned in this clause shall not include any period covered by Force Majure conditions including but not limited to pandemic situations.

10. CONVEYANCE OF THE SAID APARTMENT

The Owners/Promoters through the Project Attorney, as the case may be, on receipt of complete amount of the Price of the Said Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Said Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate/ completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Owners/Promoters to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owners/Promoters are 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). The Parties have agreed that the Allottee may obtain home loan as and when required for which the Owners/Promoters through the Project Attorney shall provide all the required documents. In case the Allottee transfers the Said Apartment and Appurtenances to any future transferee/third party allottee (**Nominee**), the same shall be done only after obtaining NOC from the grantor of the Home Loan and the Owners/Promoters granting an NOC towards maintenance clearance and the other outstanding.

11. MAINTENANCE OF THE SAID APARTMENT / SAID PROJECT

The Owners/Promoters through the Project Attorney shall be responsible to provide and maintain essential services in the Said Project till the taking over of the maintenance of the Said Project by the association of the Allottees within 6(Six) months from the date of Completion Certificate. The cost of such maintenance for 6 months has been included in the Total Price of the Said Apartment.

12. DEFECT LIABILITY

It is agreed that in any structural defect or any other structure related defect in workmanship, quality or provision of services or any other obligations of the Owners/Promoters as per the agreement for sale relating to such development is brought to the notice of the Owners/Promoters within a period of 5 (five) years by the Allottee from the date of handing over possession and/or date of Completion Certificate whichever is earlier, it shall be the duty of the Owners/Promoters to rectify such defects without further charge, within 30 (thirty) days from the date of bringing such defect notice in writing to the Owners/Promoters, and in the event of Owners/Promoters failure to rectify such defects, subject to certification by the Project Architect, within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that after taking possession of the Said Apartment, every Allottee shall provide interior drawings as prepared by Allottee and/or his/her representative to the Owners/Promoters for taking necessary approvals before initiating interior works to check whether such work will effect the columns, beams, ceiling, floor, walls and other structural components of the Said Apartment, in order to prevent any damage to the structural strength of the Said Apartment/Said Building.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Owners/Promoter / maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the 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 staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the 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. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the

Owners/Promoters and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

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

19. OWNERS/PROMOTERS SHALL NOT MORTGAGE OR CREATE CHARGE

After the Owners/Promoters through the Project Attorney execute this Agreement he shall not mortgage or create a charge on the [Apartment/Said Building/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 such [Apartment/Plot/Building]. However, if the Owners/Promoters have obtained Construction Finance from any Bank (Scheduled and/or Non- Scheduled Bank) and/or any Financial Institution and/or NBFC against the Said Project the same shall be repaid and the Said Apartment shall be free from any encumbrance and/or charge before Deed of Conveyance for the Said Apartment is executed and registered in favour of the Allottee.

20. APARTMENT PROMOTERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Owners/Promoters through the Project Attorney

does not create a binding obligation on the part of the Owners/Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Owners/Promoters. If the Allottee fails to execute and deliver to the Owners/Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Owners/Promoters, then the Owners/Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

The Owners/Promoters through the Project Attorney may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owners/Promoters in the case of one Allottee shall not be construed to be a precedent and /or binding on the

Owners/Promoters to exercise such discretion in the case of other Allottees.

Failure on the part of the Owners/Promoters to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in Project, the same shall be the proportion which the carpet area of the Said Apartment bears to the total carpet area of all the Said Apartments in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Owners/Promoters for self and on behalf of the other Co-Owners, through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Owners/Promoters and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Owners/Promoters or simultaneously with the execution the said Agreement shall

be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

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

Allottee Details:	
Name:	
Residential Address:	
Email id:	
Office Address:	
Project Attorney Details:	
Name:	
Address:	
Email id:	

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

[The other terms and conditions are as per the contractual understanding between the parties, however, the 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 there under].

34. COMMON AREAS and SPECIFICATIONS

The Parties have agreed that the Owners/Promoters through the Project Attorney shall provide the Project with Common Areas as mentioned in **Schedule D** below and Specifications as mentioned in **Schedule E** below.

35. ADDITIONAL REPRESENTATIONS AND COVENANTS OF ALLOTTEE/S:

- 35.1. **Financial and Other Capacity of Allottee/s:** The undertaking of the Allottee/s to the Owners/Promoters that the Allottee/s has/have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 35.2. **Satisfaction of Allottee/s:** The undertaking of the Allottee/s to the Owners/Promoters that the Allottee/s is/are acquainted with the Certificate of Title issued by the Project Advocate for the Said Property and uploaded in the official website of the Project under the website of RERA Authority and is/are fully aware of and is/are thoroughly satisfied about the title of the Owners/Promoters, the right and entitlement of the Owners/Promoters in the Said Property, the Sanctioned Plans, all the background papers, the right of the Owners/Promoters and the Owners/Promoters to enter into this Agreement, the scheme of development described above and the extent of the rights being granted in favour of the Allottee/s and the negative covenants mentioned above and elsewhere in this Agreement and the Allottee/s hereby accept/s the same and shall not raise any objection with regard thereto.
- 35.3. **Measurement:** The mutual agreement by and between the Parties that the measurement of the

Said Apartment as mentioned in this Agreement is tentative and (1) the final measurement of the Said Apartment will be communicated by the Owners/Promoters on completion of its construction (2) the built up area of the Said Apartment shall be certified by the Project Architect (3) the built up area of the Said Apartment shall mean covered area of the Said Apartment including area of all internal and external walls and (4) neither of the Parties shall question and/or challenge the built up area certified by the Project Architect, at any time or under any circumstances. The Total Price for the Said Apartment shall increase or decrease on the basis of the final measurement certified by the Project Architect. The Allottee/s hereby accept/s the above and shall not raise any objection with regard thereto.

35.4. **Parking Space Allotment:** The mutual agreement by and between the Parties that (1) the Parking Space (if any has been agreed to be taken by the Allottee/s) shall be allotted to the Allottee/s after completion of construction of the Said Project but simultaneously with delivery of possession of the Said Apartment, (2) if covered, the Parking Space may be in the ground floor of any building in the Said Complex and if open, at any place in the ground level of the Said Property (3) if two wheeler, at any place in the ground level reserved for the parking of two wheelers only (4) the Parking Space can only be used for parking of a medium sized motor car/two wheeler of the Allottee/s and not for any other purposes and (5) the Allottee/s will have only right to park in the Parking Space. The Allottee/s hereby accepts the above and shall not raise any objection with regard thereto.

35.5. **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Allottee/s to the Owners/Promoters that the right, title and interest of the Allottee/s is/are confined only to the Said Apartment And Appurtenances and the Owners/Promoters are entitled to deal with and dispose off all other portions of the Said Property to third parties at the sole discretion of the Owners/Promoters, which the Allottee/s hereby accept/s and to which the Allottee/s, under no circumstances, shall be entitled to raise any objection.

35.6. **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Allottees (Allottees' Covenants) and the covenants of the Owners/Promoters and the Promoter (Promoters' And Promoter's Covenants) shall perpetually run with the laws of the land (2) the Allottees' Covenants and the Promoters' and Promoter's Covenants (collectively Covenants) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Allottees' Covenants and the Promoters' and Promoter's Covenants shall be strictly performed by the Allottee/s, the Promoters and the Promoter, respectively.

- 35.7. Common Portions Subject to Change:** In addition to the provisions above, the mutual agreement by and between the Parties that although the Common Areas and Facilities are described in the 4th Schedule below, the said descriptions are only indicative and are not intended to bind the Owners/Promoters in any manner. The Owners/Promoters through the Project Attorney shall, in the absolute discretion of the Owners/Promoters, be entitled to modify or improvise upon the Common Areas and Facilities and the Allottee/s hereby accept/s the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Owners/Promoters for such modification or improvisation and/or beautification.
- 35.8. Transfer of Common Areas:** After formation of the Association the Owners/Promoters through the Project Attorney shall transfer the Common Areas to the Association in terms of the prevailing rules of RERA.
- 35.9. Nomination:** In case the Allottee nominates his/her right and interest in the Said Apartment to any person not being a family member i.e. Father, Mother, Spouse, Son and Daughter to purchase the Said Apartment And Appurtenances in place and stead of the Allottee, the Allottee/the Nominee in terms of the contract including all financial obligation terms, between the Allottee and the Nominee shall (a) pay a Nomination Charge of Rs. 250 per square feet plus GST, on super buildup area of the Said Apartment (b) cause cancellation of the existing agreement for the Said Apartment And Appurtenances (c) enter into a *inter se* Nomination Agreement (d) enter into a tripartite agreement with the Owners/Promoters (e) enter into the conveyance for the Said Apartment And Appurtenances and (f) pay additional legal fees of Rs.25,000/- (Rupees twenty five thousand) to the Project Advocate.
- 35.10. Obligation Regarding Taxes:** In the event of the Owners/Promoters being made liable for payment of any tax [excepting Income Tax and GST (if any levied in regard to the Co-operation Cum Construction Agreement)], fee, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as GST or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) or if the Owners/Promoters are advised by their consultant that the Owners/Promoters are liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Owners/Promoters having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Allottee shall be liable to pay all such tax,

fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Owners/Promoters indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Promoters'/Promoters' consultant shall be paid by the Allottee at or before the Conveyance.

35.11 Obligations of the Allottee: The Allottee shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Project.
- (b) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Portions.
- (c) **Maintenance of Said Apartment:** repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes etc. inside the Said Apartment at the cost of the Allottee.
- (d) **Use of Common Toilets:** ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (e) **No Alteration:** Not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment.
- (f) **No Structural Alteration And Prohibited Installations:** Not to alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Portions or the Said Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Apartment at it's own cost. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Owners/Promoters, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and

prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Premises, which is beneficial to all.

- (g) **No Storage:** not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (h) **No Throwing Refuse:** not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- (i) **No Injurious Activities:** not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Parking Space (if any), the Said Building, the Common Portions, the Said Premises, including but not limited to acts of vandalism, putting up posters and graffiti etc.
- (j) **No Storing Hazardous Articles:** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment, the Parking Space (if any), the Said Building, the Common Portions and the Said Premises.
- (k) **No Signage:** not to put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Apartment/Said Building/Said Premises **save** at the place or places provided thereof **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.
- (l) **No Floor Damage:** not to keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (m) **No Damage to Common Portions:** not to damage the Common Portions in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
- (n) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Apartment.

- (o) **No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated thereof.
- (p) **No Smoking in Public Place:** Not to smoke in public places of the Said Building/Other Building/Said Premises and the Allottee and his/her/its guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.
- (ab) **No Plucking Flowers:** Not to pluck flowers or stems from the gardens.
- (ac) **No Littering:** Not to throw or allow to be thrown litter in the Said Building/Said Premises.
- (ad) **No Trespassing:** Not to trespass or allow to be trespassed over lawns and green plants within the Said Building/Said Premises.
- (ae) **No Overloading Lifts:** Not to overload the passenger lifts and move goods only through the staircase of the Said Building.
- (af) **No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire.
- (ag) **No Covering of Common Portions etc.:** Not to cover the Common Portions, fire exits and balconies/terraces (if any) of the Said Apartment.

Schedule A
(Said Property)

Land admeasuring 1 (one) *bigha* 4 (four) *cottahs* 13 (thirteen) chittack and 21 (twenty one) square feet, more or less, together with structures thereon, lying situate at and being Municipal Premises No. 22D (previously, Premises No. 22), Motilal Basak Lane, Kolkata-700054, Police Station Phoolbagan, within the limits of Kolkata Municipal Corporation, Ward no. 31, Sub-Registration Office Sealdah, District South 24 Parganas, delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure I**, duly butted and

bounded as follows:

On the North By Premises No. 22C, Motilal Basak Lane

On the East By Motilal Basak Lane (KMC Road)

On the South By Bholanath Dr. Lane

On the West By Motilal Basak Lane

Schedule B

(Said Apartment and Appurtenances)

- i. Apartment no. _____ having super built-up area admeasuring _____ square feet as mentioned in the e-assessment slip issued by the Directorate of Registration and Stamp Revenue, Government of West Bengal and carpet area of _____ square feet, type _____, on _____ floor in the Block No. _____, along with covered parking no. _____ admeasuring _____ square feet in the _____. The layout of the Said Apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure II**; The area of the said apartment is certified by the Architect Certificate being **Annexure III**;
- ii. The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment;
- iii. The Said Parking Space, being the right to park ___ (____) medium sized car in covered space, admeasuring ___ (____) square feet as mentioned in the e-assessment slip issued by the Directorate of Registration and Stamp Revenue, Government of West Bengal, in the said Project; and
- iv. The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule D** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and

conditions of this Agreement.

SCHEDULE 'C'
PART 1

[ABOVE REFERRED TO
TOTAL PRICE (Apartment)]

	Flat Type	3 BHK
1	Total Price (Flat) (Rs.)	
2	The rate per sq ft of the Said Apartment (Rs.)	

SCHEDULE 'C'
PART 2
TOTAL PRICE (Said Parking Space)

	Parking Type	Covered
1	Total Price (Parking Space) (Rs.)	

SCHEDULE 'C'
PART 3
Total Price (Extra Charges)

Sl.	Particulars	Per Square Feet	Base Price(Rs.)
1	2 Years Maintenance Charges (Per square feet)		
2	Transformer (Part of development charges)		
3	Club Charges (Part of development charges) Rs.40/- per sqft.		
4	Municipal Tax Deposit		
5	Generator/DG Charges (3 KVA)		
6	Legal Charges		
7	Misc. Registration Charges		
	Total Extra Charges :		

GST CHARGES

Sl. No.	Particulars	Base Price (Rs.)	GST (Rs.)
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1.	Flat Price		
2.	Parking Space		
3.	Extra Charges		
	Total		

Stamp Duty and Registration Fees- As per query raised by the Registering Authority.

Note: All Payments and Extra Charges and GST Charges under the respective heads, as provided in the Agreement to be paid as per the Demand Note and notice of the same for both Down Payment and Installment Payment Plan. The total price shall increase/decrease in case of simultaneous increase/decrease in the carpet area of the Said apartment.

Extra Charges

Sl No	Description	Price (in Rs.)
1.	Legal 50% on signing of the Agreement 50% on Possession	
2.	Remaining Extras charges (As per Schedule –C)- On Possession	
	Total -	

Total Price

Sl.	Description	Price (in Rs.)
1.	TOTAL PRICE (Said Apartment)	
2.	TOTAL PRICE (Said Parking Space)	
	Total Price:	

SCHEDULE 'C'

Part 4

(Payment Schedule)

Installment Payment

Sl. No.	Timeline	Amount Payable
1.	At the Time of Application (Application Amount)	Applicable Application Amount
2.	At the time of Allotment (Booking Amount)	15% of the Total Price minus Paid Application Amount
3.	On commencement of Pilling work	10 % of the Total Price
4.	On Commencement of Foundation Work	10% of the Total Price
5.	On or before Ground Floor Slab Casting	10% of the Total Price
6.	On 1 st Floor Slab Casting	10% of the Total Price
7.	On Commencement of 2 nd Floor Slab Casting	10% of the Total Price
8.	On Commencement of 3 rd Floor Slab Casting	10% of the Total Price

9.	On Commencement of 4 th Floor Slab Casting	10% of the Total Price
10.	On Commencement of Brickwork	5% of the Total Price
11.	On Installation of Lift	10% of the Total Price
12.	On Commencements of Flooring	10% of the Total Price
13.	On Possession/Fit Out Possession	5% of the Total Price
14.	On Filing of Completion Certificate	5% of the Total Price

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID APARTMENT). (Specifications)-FLATS

- Structure: RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.
- Exteriors: Cement plaster, waterproof cement-based paint.
- Flooring: Vetrified Tiles in Bedrooms, Living/Dining, Anti-skid ceramic tiles in Bathroom.
- Interiors: P.O.P/Putty punning inside flats;
- Kitchen: Vetrified Tiles on floor; Black Stone/Granite on Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter up to height of 600 mm; CP fittings of Jaquar or equivalent.
- Toilets: Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles dado on the walls up to door height; Ceramic wash basins; Cadet Sanitary ware and CP fittings of Jaguar or equivalent.
- Doors: Main door: Wooden door frames, flush shutters with lock, Bedroom: wooden door frames. Bathroom: PVC door frame & shutter with Godrej Lock System and handles.
- Windows: Anodized Aluminum Frames with fully glazed shutters.
- Roof: Properly waterproofed.
- Electrical: Concealed insulated Copper wiring with modular switches of Havels; AC point in all bedroom; Geyser point in all bathroom; Exhaust Fan points in all Bathrooms and Kitchen;
- Plumbing: Internal/External Plumbing.

SCHEDULE 'E'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID COMPLEX)

1. **Power Back-up:** Emergency power backup for Common Area Lighting and One lift in each tower. Emergency power backup in each flat for Lights and Fan. Power Back-up is chargeable.
Choice of component is at the sole discretion of the Promoter in case there are multiple options.
2. **Common & Lobby Area:-**
 - a. **Lobby Area:** Finished with Vitrified Tiles on all floors.

- b. Passage and Driveway:** Finished with VDF in Covered Car Parking Space/Net Cement and/or Paver Tiles/Block in the Driveway and/or Open Car Park Area.
- c. Stair Case:** Indian Patent Stone Flooring/Vitrified Tiles with Railing.
- d. Lift Lobby and Lift Machine Room:** 4/5 Passenger Lift of Otis or Kone, with Vitrified Tiles in Lift Lobby area.
- e. Roof:** Ultimate roof with waterproofing.
- f. Water Reservoir:** Under Ground and Overhead Tank water reservoir with Proper water proofing.
- g. Security Room:** Brick built if any.
- h. Generator with Extra Cost.**

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

Witnesses:

Signature _____

Signature _____

Name: _____

Name: _____

Father's Name: _____

Father's Name: _____

Address: _____

Address: _____

Receipt and Memo of Consideration

Received from the within named Allottee the within mentioned sum of **Rs.** _____ **/- (Rupees** _____ **only)** towards part of the consideration for sale of the Said Apartment, described in **Schedule B** above, in the following manner:

Witnesses:

Signature _____

Signature _____

Name: _____

Name: _____