

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("Agreement")** executed on this \_\_\_ day \_\_\_ of 2021

**BY AND BETWEEN**

(1) **Ms. MADHAVIKA BAJORIA (PAN ATAPB6550D) (AADHAR NO. 691176486065)** daughter of Shri Sanjay Kumar Bajoria, and (2) **Mr. ABHYUDAY BAJORIA (PAN BILPB4181K) (AADHAR NO. 571350331276)** son of Shri Sanjay Kumar Bajoria, both residing at 'Tripura Enclave', Unit No.III, 7<sup>th</sup> Floor, 59 Ballygunge Circular Road, P.S. Ballygunge, Kolkata 700019,, hereinafter jointly referred to as "the **OWNERS/ LAND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **FIRST PART**

**AND**

**PANIHATI RUBBER LIMITED, (PAN AABCP9146Q)** a company within the meaning the Companies Act, 1956, having its registered office at 36, B T Road, P.S. Belghoria, Kolkata – 700058and carrying on business at Premises No.44/3 Barasat Road West, in Ward No. 23 of the Barrackpore Municipality, P.S. Titagarh, North 24 Parganas- 700120 represented by its Director **MR. HARSH AGARWAL, (PAN ACXPA1426F)** residing at Regent Towers, 3<sup>rd</sup> Floor, 19 B, Ritchie Road, P.S. Ballygunge, Kolkata-700019, hereinafter referred to as "the **PROMOTER / DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **SECOND PART**

**AND**

(1) \_\_\_\_\_(PAN: \_\_\_\_\_), (Aadhaar No \_\_\_\_\_) son of \_\_\_\_\_ by occupation- \_\_\_\_\_; and (2) \_\_\_\_\_(PAN: \_\_\_\_\_), (Aadhaar No \_\_\_\_\_,) Wife of Mr. \_\_\_\_\_ by occupation- \_\_\_\_\_, by Nationality-Indian, both residing at \_\_\_\_\_, hereinafter referred to as "the **ALLOTTEE/PURCHASER**" of the **THIRD PART**:

The Promoter/Developer and the Owners/Land Owners shall hereinafter collectively be referred to as the "**Sellers**".

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

## **WHEREAS**

### **A. DEFINITION**

Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- iii) **REGULATIONS** shall means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall means a section of the Act.
- v) **SAID PREMISES** shall mean the **All That** the piece and parcel of the Raiyat Sthitiban land containing an area of 42 Kattahs 3 Chittaks and 3 sq feet more or less being 0.70 acres more or less with various structures

thereon measuring about 8900 sq. ft. built up area, be the same a little more or less situate lying at and comprised in R.S. Dag Nos.1725 being 0.04 acres more or less and recorded as “Bastu” in the Records of Rights of the State Government), 1735 being 0.03 acres more or less and recorded as “Bahutal Abasan”), 1736 being 0.26 acres more or less and recorded as “Bagan”, and 1737 being 0.37 acres more or less and recorded as “Bagan”, recorded in Khatian No.15/1 and 567/1, in Mouza Chandanpukur, J.L. No.2, Police Station Titagarh, in the District of North 24 Parganas, being Municipal Premises No.44/3 Barasat Road West, Pin 700120 in Ward No.23 of the Barrackpore Municipality morefully and particularly mentioned and described in the **FIRST SCHEDULE** to these presents ;

- vi) **PROJECT AND/OR BUILDINGS OR BUILDING'S AND/OR NEW BUILDING'S** shall mean the New Building proposed to be constructed by the Promoter at the said Premises containing several independent and self-contained flats, parking spaces and other constructed areas.
- vii) **ALLOTTEES / UNIT-HOLDERS** according to the context shall mean all the buyers/Owners who from time to time have purchased or agreed to purchase from the Promoter and taken possession of any Unit in the said Premises.

The expression **ALLOTTEES** shall be deemed to mean and include:

- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs, legal representatives executors and administrators;
- (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs, legal representatives executors and administrators;

(c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs, legal representatives, executors, administrators;

(d) In case the Allottee be a company, then its successors or successors in-office;

viii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** to these presents and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises.

**It is clarified that** the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular flat or flats, exclusive greens / gardens attached to any particular flat or flats and other open and covered spaces at the Premises and the Buildings which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** to these presents) to be contributed and shared by the Allottees.

x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining up keeping and administering the Common Areas and Installations, rendition of services in common

to the Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

- xi) **UNITS** shall mean the independent and self-contained flats/ apartments and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Buildings at the said premises and wherever the context so permits or intends shall include attached balcony(ies) / verandah(s) / the servant's quarter / store room(s) and/or Parking right(s) and/or exclusive right to use of roof/s / open private terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective flats.
- xii) **PARKING SPACES** shall mean shared covered car parking spaces in the mechanical car park at the ground level of the Building at the premises as expressed or intended by the Promoter at their sole discretion for parking of medium sized motor cars and such covered space for parking of motorcycles at the ground level of the Building at the premises. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified, without the allottee having any Ownership or title to the space thereof. It is also clarified that in case any parking be a stack car parking (i.e. having access through another parking space or

another parking space having access through this parking space), then allottees of both the stack parking shall allow each other to park his / her / its motor car and for that shall do all acts as be necessary (including to remove / shift his / her motor car from time to time as be required).

- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;
- xiv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Buildings (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit.
- xv) **SUPER BUILT-UP AREA/CHARGEABLE AREA** according to the context shall mean and include the Built-Up Area of any Unit **And** shall include the proportionate share of the areas of the Common Areas in the building, attributable to such Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Super Built-up Area has been given only for reference sake and has nothing to do with the pricing or other aspects of the said Unit agreed to be purchased by the Allottee.
- xvi) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the chargeable area of the said Unit may bear to the chargeable area of all the Units in the Said Premises;

**PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);

**PROVIDED FURTHER THAT** where it refers to the share of the Allottee in the land underneath the Block in which the said Unit is situated, same shall be the proportion in which the chargeable area of the said Unit may bear to the chargeable area of all the Units in such Block only;

xvii) **SAID APARTMENT/ UNIT** shall mean the **Residential Flat No** \_\_ on the \_\_\_ **floor** of the Building to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** to these presents with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** to these presents with attached balconies / verandah (if any), as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include the Allottee's proportionate undivided indivisible variable impartible share in the Common Areas and Installations as also in the land underneath the Block in which the said Flat be situate **and further wherever the context so permits** shall include the right of parking one or more motor car/s / two-wheeler/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open

Private Terrace attached to the said Flat if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Flat if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE**.

- xviii) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 30<sup>th</sup> November 2020 registered with Additional Registrar of Assurances – I, Kolkata in Book No. I, Volume No. 1901-2021, Pages from 18135 to 18211 being No. 190105413 for the year 2020 entered into between the Land Owners and the Promoter;
- xix) **MAINTENANCE COMPANY/ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 2013 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xx) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xxi) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date



of expiry of notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 of this agreement irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.

xxii) **ARCHITECTS** shall mean M/s. Agrawal & Agrawal of Worship House, 2/5 Sevoke Baidya Street, Road, Kolkata — 700 029 or such other Architects as may be appointed by the Promoter from time to time for the Buildings;

xxiii) **ADVOCATES** shall mean M/s Mukherjee Prasad & Associates, Advocates of No.11 Old Post Office Street, 1<sup>st</sup> Floor, Kolkata 700001 appointed for the said Project at the said Premises or such other Advocates as may be appointed by the Promoter from time to time for the Buildings;

xxiv) **PLAN** shall mean the plan for the time being sanctioned by the Barrackpore Municipality on 8<sup>th</sup> October 2020 for construction of the Buildings at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Land Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents.

xxv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

xxvi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; ,Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

- B.** The Land Owners are the absolute Owners of **All That** the piece and parcel of the Raiyat Sthitiban land containing an area of 42 Kattahs 3 Chittaks and 3 sq feet more or less being 0.70 acres more or less situate lying at and comprised in R.S. Dag No.1725 being 0.04 acres more or less and recorded as “Bastu” in the Records of Rights of the State Government), R.S. Dag 1735 being 0.03 acres more or less and recorded as “Bahutal Abasan”), R.S. Dag 1736 being 0.26 acres more or less and recorded as “Bagan”, and R.S. Dag 1737 being 0.37 acres more or less and recorded as “Bagan”, recorded in R.S. Khatian Nos.15/1 and 567/1, in Mouza Chandanpukur, J.L. No.2, Police Station Titagarh, in the District of North 24 Parganas, being Municipal Premises No.44/3 Barasat Road West, Pin 700120 in Ward No. 23 of the Barrackpore Municipality, hereinafter referred to as “**the said Premises**” described in the **FIRST SCHEDULE** hereunder written. The Devolution of title of the Land Owners to the said Premises is set out in the **SIXTH SCHEDULE** hereunder written.
- C.** By and in terms of the Development Agreement –Cum-Power of Attorney (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D.** The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Premises on which the Project is to be constructed have been completed;

- F. The Barrackpore Municipality has granted permission to construct vide approval dated 8<sup>th</sup> October, 2020.
- G. The Promoter has obtained the sanctioned plan for the Project from Barrackpore Municipality and other concerned authorities as mentioned in the Definition No. xxiv (being the definition of Plan). The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. xxiv (being the definition of Plan) herein;
- H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on 26th December 2018 under registration No. HIRA/P/NOR/2021/001222.
- I. The Allottee had applied for an apartment in the Project vide application dated \_\_\_\_\_ 2021 for allotment of the **Unit** (as hereinafter defined) morefully described in the **SECOND SCHEDULE** hereunder, and also written hereinbelow:

**All That** the **Residential Flat / Apartment bearing No.**\_\_\_\_ containing a **Carpet Area** of \_\_\_\_\_ **Square Feet, Built-up Area** whereof being \_\_\_\_\_**Square Feet**, exclusive of the area of the balcony(ies)\_\_\_\_\_ Square Feet and/or area of the open terrace (s) \_\_\_ Square Feet more or less, and having total **Chargeable Area** being \_\_\_\_\_ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations more or less, on the \_\_\_\_\_ **floor** of the **building** at the Premises described in the **First Schedule** hereunder written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

**Togetherwith** right to park \_\_\_\_ **motor car/s** in the shared two tier mechanical car park and/or right to park \_\_\_\_ **Motorcycle/s** in the **Covered** space in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

- 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 Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the sellers hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in para-I above;
- N. The Allottee has examined and got himself fully satisfied about the title of the Land Owners to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated and has accepted the same and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also inspected the Development Agreement and fully understood the contents purport scope and meaning

thereof and the rights and powers of the Promoter thereunder, including as regards sale of all units parking spaces etc., at the said Premises, and agrees and covenants not to raise any objection with regard thereto.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and the Land Owners (as per arrangement between them) shall be entitled to construct and deal with, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the proportionate undivided share of the Allottee in the land underneath the Block in which the said Unit be situate and also in the Common Areas and Installations shall be and/or is likely to stand reduced. The Allottee also consents and confirms that the Land Owners and/or the Promoter shall be at liberty to have the plan to be modified and altered from time to time.

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

1. **TERMS**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Unit/Apartment as specified in clause I hereinabove;

1.2 The Total Price for the Unit based on the carpet area is **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** ("Total Price") as also mentioned in **Part-I** of the **Fifth Schedule** hereunder written, break up whereof is as follows:

<b>HEAD</b>	<b>PRICE</b>
Apartment No.____, Floor ____; Carpet Area _____ Sq. Ft.; Built-up Area _____ Sq. Ft.; Balcony Area _____ Sq. Ft.; Open Terrace Area _____ Sq. Ft.; Chargeable Area _____ Sq. Ft.; with _____ nos. shared Cover Car Parking in two tier mechanical car park on ground floor and/or _____ nos. Motorcycle/s parking space in the cover	Rs. _____
GST	As Applicable
<b>Total Price:</b>	<b>Rs. _____/- + Applicable Taxes</b>

***Explanation:***

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

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the Promoter shall be increased/ reduced based on such change/modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (1.2) above and the Allottee shall make payment of the amount demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land (proportionate share), construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The Total Price as stated above does not in any manner include Additional Charges as stated herein after.

1.2.1 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be

deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.2.2 In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession / Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:

- i) Legal Documentation Charges of Rs.20,000/- (Rupees Twenty Thousand only) plus applicable taxes for each 2BHK Unit; Rs.25,000/- (Rupees Twenty Five Thousand only) plus applicable taxes for each 2.5BHK Unit and Rs.30,000/- (Rupees Thirty Thousand only) plus applicable taxes for each 3BHK Unit, out of which one-half (50%) shall be paid by the Allottee to Mukherjee Prasad & Associates, Advocates ; at or before the execution of these present and the balance half (50%) on or before the Date of Commencement of Liability or the date of execution of the Sale Deed in respect of the Allottee's Flat, whichever be earlier;
- ii) Electrical and Generator Charges calculated at the rate of Rs.125/- (Rupees One hundred twenty five) only per Square Feet of Chargeable Area comprised in the concerned Flat along with applicable taxes;



- iii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Unit and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Unit shall be that of the Purchaser.
- iv) Rs.15/- (Rupees Fifteen) only per Square Feet as Advance Maintenance Charges for 6 (Six) months along with applicable taxes as herein below mentioned to the Promoter / Maintenance Company / Association (as the Promoter may direct).
- v) Rs. 25/- (Rupees Twenty Five) only per Square Feet as Municipal Tax Deposit along with applicable taxes as hereinbelow mentioned to the Promoter / Maintenance Company / Association (as the Promoter may direct).
- vi) A sum calculated @ Rs.12/- (Rupees Twelve only) only per Square foot of the Chargeable Area of the said Units towards Sinking Fund Deposit, which is refundable to the Allottee by the Promoter or the Maintenance In-charge, as applicable, at the time of transfer of the said Unit by the Allottee to its transferee / buyer, provided that equivalent amount(s) as may be applicable at that point of time is deposited by such transferee / buyer with the Promoter or the Maintenance In-charge, as applicable;
- vii) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, the applicable

stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable therefor including the charges of the copywriter for copying of such documents, user charges and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

- (ix) The Allottee shall also make advance payment and/or deposit and/or keep deposited with the Promoter and/or the Maintenance In-charge the aforesaid sums of money against the respective heads hereinabove mentioned, and in the event of any default by the Allottee in making payment of the municipal and other rates taxes and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) within the due dates and in the manner mentioned hereunder, the Promoter and/or the Maintenance In-charge in their sole discretion and without prejudice to the other rights and remedies available to the Promoter and/or the Maintenance In-charge, be entitled to meet out such expenses under default out of the said deposit..

1.2.3 Unless otherwise expressly so mentioned, all the said amounts specified in clause 1.2.2 hereinabove shall be paid and/or deposited by the Allottee with the Promoter and/or the Maintenance In-Charge, as the case may be, before the Date of Commencement of Liability. This shall not however prejudice the Promoter's and/or the Maintenance In-Charge's right to claim or realize the said amounts thereafter in case the liability arises or accrues afterwards or if the Promoter delivers possession of the said Unit without claiming the same or otherwise.

1.2.4 It is expressly agreed and understood that in case the exact liability on all or any of the heads mentioned hereinabove cannot be quantified then the payment shall be made according to the Promoter's reasonable estimate subject to subsequent accounting and settlement within a reasonable period.

1.2.5 Any apportionment of the liability of the Allottee in respect of any item of expenses, taxes, duties, levies and outgoings payable by the Allottee hereunder done by the Promoter shall be final and binding on the Allottee.

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

issued to the Allottee, which shall be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written ("**Payment Plan**").

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

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II of the Third** Schedule hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G and N and**

**Definition No. xxiv** (being the definition of Plan). Provided that the Promoter may (without being obliged to do so) make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy / completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate as prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive Ownership of the Apartment;
- (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, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. It is

clarified that the promoter shall handover the common areas of the Project to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act. Use of Common Areas and Installations shall strictly be in accordance with the provisions of this agreement; the allottee shall in no event be entitled to claim or seek partition of his share in the common portions.

(iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be, with prior written intimation and appointment.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking rights (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 such other liabilities payable to competent authorities, banks and financial institutions , which are related to the project and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the apartment to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, 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 by such authority or person.

1.11 The Allottee has paid a sum of Rs.200000/- (Rupees Two Lakhs) only ("the **Booking Amount**") as booking amount being part payment towards the total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

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

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ Demand Draft/ Bankers Cheque or online payment in favour of "**PANIHATI RUBBER LIMITED**" payable at Kolkata.

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendments

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

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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



The Allottee authorizes the promoter to adjust/appropriate all payments made by him/her under any head (s) of dues against outstanding of the Allottee against the Apartment if any, in his/her name and the Allottee undertakes not to object or demand and direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the Apartment to the Allottee and the common areas to the association of the allottees or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

**6. CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottee has seen the proposed plan, specifications, amenities and facilities of the Apartment and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as represented by. The Promoter shall develop the Project in accordance with the said layout plans floor plans and specifications, amenities and facilities 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 Municipal Laws 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/ or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein

contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G and N and Definition No. xxiv** (being the definition of Plan) hereto. Provided further that the Promoter may (without being obliged to) make such minor additions or alteration as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

## **7. POSSESSION OF THE APARTMENT**

**7.1 Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **30<sup>th</sup> June, 2024** (Completion Date) provided however the Completion Date may be extended by a period of 6 (six) Months (Extended Period) at the option of the Promoter, 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 (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to further period of extension of time for delivery of possession of the Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Promoter shall neither incur any liability nor be held liable for claim of any amount by the Allottees, if the Promoter is unable to deliver possession of the

Said Flat within the Completion Date and/or the Extended Period due to Circumstances of Force Majeure conditions (as defined in the Act) or for or on account of (1) delay on the part of the Allottee in making any payment and (2) any other reasonable cause (for what is a reasonable cause, the decision of the Architect shall be final and conclusive) whereby the Promoter is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Allottee be entitled to claim any amount from the Promoter on account of consequential losses and damages and otherwise if the Said Flat and Appurtenances is not completed within the Completion Date and/or the Extended Period.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and

all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 (Three) months from the date of issue of occupancy / completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall handover the copy of the occupancy certificate / completion certificate of the apartment to the Allottee at the time of conveyance of the same.

7.2.1 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the Completion date mentioned in Clause 7.1 above.

**7.3 Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per para 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 para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all other outgoings.

7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Unit within 60 days of as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay maintenance charges per month of the chargeable Area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

**7.4 Possession by the Allottee** - After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the apartments to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the promoter shall handover the necessary document and plans including common areas, to the association of Allottees or the competent authority, as

the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

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

In the event the Allottee (1) fails to make timely payment of the Total Price and the Additional Charges and deposits after entering into this sale agreement, or (2) fails to perform the obligations on the part of the Purchaser(s)/Allottee(s) to be performed in terms of this sale Agreement, or (3) neglects to perform any of the Allottee(s)' Covenant, or (4) otherwise cancels, rescinds, terminates or determines this Agreement on any ground whatsoever except breach of Seller's Covenants, this Agreement shall, at the option of the Promoter, stand cancelled and/or rescinded, upon which the Promoter shall within 45 (forty-five) days from the date of cancellation refund to the Allottee(s) all payments received till that date, without any interest, after forfeiting a sum of upto 10 % (Ten percent) of the Total Price. Payments, if any, made by the Allottees for up-gradation shall be non-refundable. In the event the Promoter condones the delay of any payment due under this Agreement, the Allottees shall be liable to pay interest as prescribed under the Act and Rules thereof for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Promoter and the Promoter shall have absolute liberty to cancel or not to cancel and the Allottees shall not be entitled to claim condonation as a matter of right.

#### **7.6 Compensation**

The Land Owners 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; 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 Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due. Provided that in the event the Allottee does not intend to withdraw from the Project, the Promoter shall pay to the Allottee interest at rates prescribed by the Act for every month of delay till the handing over of the possession of the flat.

The Allottees/Purchasers agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions or due to discontinuance of Promoter's business or due to reasons beyond control of promoter, then this allotment shall stand terminated and the Promoter shall refund to the Allottees/Purchasers the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the Allottees/Purchasers/Allottees about such termination at least thirty days prior to such termination. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every

month of delay, till the handing over the possession of the Apartment which shall be paid by the promoter to the Allottee within 45 days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / LAND OWNERS**

The Promoter and the Land Owners, as applicable, hereby represent and warrant to the Allottee as follows:

(i) The Land Owners have represented that the Land Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has represented that the 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) The Land Owners have represented that there are no encumbrances upon the said Land or the Project save and except what has been specifically mentioned in this agreement; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter / Land Owners may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same Provided However that at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and



complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter;

(iv) There are no encumbrance in respect to the said Land, Project or the Apartment save and except lis pendens in the form of Title Suit 117 of 2021 pending before the Ld. 3<sup>rd</sup> Civil Judge (Sr. Div.) at Barasat;

(v) The Promoter confirms that the Promoter is not restricted by any order of court or in any manner whatsoever from developing the said project or from dealing/selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(vi) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Apartments and common areas till completion certificate is obtained;

(vii) 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 intended to be created herein, may prejudicially be affected;

(viii) The promoter has not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

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

(x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;

(xi) The Promoter / Land Owners 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 occupancy / completion certificate has been issued and possession of Apartment or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **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) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 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 para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

9.2 In case of Default by 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 payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or.

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay

till the handing over of the possession of the Apartment, which shall be paid by the promoter to the Allottee within 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 for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund within 45 days the money paid to the Promoter by the allottee after deducting the 10% of the total price and the interest liabilities with applicable tax and this Agreement shall stand terminated on the date of default.

Provided that the promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

## **10. CONVEYANCE OF THE SAID APARTMENT**

The Promoter on receipt of total Price of the Apartment as per para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment together with proportionate undivided indivisible variable share in the common areas within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 (three) months from the date of issue of occupancy certificate / completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/ or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mention in the notice, the Allottee authorized the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

**Land Owners' Confirmation:** The Land Owners have been made party to these presents to confirm the Allottee that the Land Owners shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Promoter for sale of the Apartment in favour of the Allottee without claiming any consideration or additional consideration from the Allottee. The Land Owners' obligation is limited to the specific provisions hereof and for transfer of land comprised in the said Premises, which may either be in favour of Allottee individually or the Association of Allottees, as may be applicable.

The Promoter and the Land Owners have agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the

Common Areas and Installations attributable to the Apartment for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association / Maintenance Company, the same shall be conveyed in favour of the Allottee as part of the said Unit, to which the Allottee hereby agrees.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the Land comprised in the said Premises to be carried out in favour of the Association / Maintenance Company or else, then the deed of conveyance in respect of the said Unit shall be so executed and registered by the Promoter and Land Owners in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations and/or the proportionate share in the Land comprised in the said Premises, as applicable).

#### **11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees upon the issuance of the completion certificate of the project.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "A"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

#### **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other

obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of issue the completion / occupancy certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days or within such reasonable time that may be required, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

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

### **14. USAGE**

**Use of Service Areas:** The service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. 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.

**15. COMPLIANCE WITH RESPECT TO THE APARTMENT :**

15.1 Subject to para. 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the 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 Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common



Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by the association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

#### **17. ADDITIONAL CONSTRUCTIONS**

The Promoter shall be entitled to construct further sanctioned floors on and above the top roof of the Said Building and/or car parks and/or to make other constructions elsewhere in the Said Premises subject to compliance of the Act. The Allottees/Purchasers have understood the fact that there may be requirements of further constructions which would have to be got sanctioned by the Promoter under the applicable laws to which the Allottees/Purchasers shall be deemed to have given their unconditional consent for all such further constructions so long as such further constructions do not prejudicially affect the flat/unit allotted to the Allottees/Purchasers and/or agreed to be sold to the Allottees/Purchasers under this Agreement.

**18. VARIABLE NATURE OF LAND SHARE AND SHARE IN COMMON PORTIONS:**

The Allottees fully comprehend and accept that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building, (2) if the area of the Said Building is increased/recomputed by the Promoter, the Allottee shall not question any variation (including diminution) of the Land Share and the Share In Common Portions, (3) the Allottee shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion. The Allottee have understood the fact that there may be requirements of modifications/changes which may result in variation of the Land Share and Share In Common Portions to which the Allottee shall be deemed to have given their unconditional consent for all such modifications/changes subject to compliance of the Act and so long as such changes do not prejudicially affect the flat/unit allotted to the Allottee and/or agreed to be sold to the Allottee under this Agreement.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building 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.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

**20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws pertaining to apartment Ownership.

**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 and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or

appear before the Sub-Registrar 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, after deducting the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever.

**21. 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/ building, as the case may be.

**22. RIGHT TO AMEND**

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

**23. 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and 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.

24.2 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.

**25. 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.

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

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

**27. 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.

**28. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the ARA/Sub-Registrar At Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**29. NOTICES**

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned

hereinabove or hereafter notified in writing and irrespective of any change of address or, return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

**30. JOINT ALLOTTEES**

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

**31. SAVINGS :**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment or building, as the case may be, prior to the execution and registration of this Agreement for sale for such apartment or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for sale or under the Act or the rules or the regulations made thereunder.

**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 settled in accordance with the Act and Rules.

#### 34. RESTRICTIONS ON ALIENATION:

34.1 Before taking actual physical possession of the said Unit and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a fee / charge calculated @Rs.100/- (Rupees One Hundred) only per Square Foot of the Chargeable Area of the said Unit or such other fee / charge as may be decided and/ or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

- i) The Promoter shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid;



- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Allottee shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- v) The Allottee admit and accept that the Allottee shall not nominate or assigns the right under this Agreement save in the manner indicated above. In case of assignment/nomination only in favour of mother or father or spouse or child of the Allottee, no transfer charge/nomination fees shall be payable. It is clarified that inclusion of a new joint Allottees or change of a joint Allottees shall be treated as a transfer unless such joint Allottees are mother or father or spouse or child of the original Allottees. Any nomination/transfer/made in contravention/violation of conditions mentioned herein, shall be void ab-initio.

It is clarified that any change in the control or Ownership of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions

34.2 Transfer of the said Apartment after the Promoter has executed / caused to be executed the deed of conveyance of the said Unit in favour of the Allottee shall not be governed by this clause.

### **35. OTHER PROVISIONS:**

35.1 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the said Premises or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the said Premises or the said transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoter and/or the Land Owners are restrained from construction of the said Premises and/ or transferring and disposing of the other units in the Said Premises or the said Premises then and in that event without prejudice to such other rights the Promoter and/or the Land Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Land Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Land Owners.

35.2 The Allottee shall not nor be entitled to ask, demand or seek delivery of possession of the said Unit so long the Allottee has not paid, in full, the consideration and other amounts and deposits agreed to be paid herein or is in default in performing any of his obligations and covenants herein contained.

35.3 Save the said Unit, the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of the other flats / units and spaces or servant's quarters / store-rooms or constructed areas or parking spaces at the said Premises or the Buildings thereat.

35.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

35.5 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the Promoter and the Allottee as follows:

- (a) The Promoter shall have the right to grant to any person the exclusive right to park motor cars, motor cycles and/or other vehicles in or at the parking spaces at the premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- (b) The proportionate share of the Allottee in various matters referred herein shall be such as be determined by the Promoter and the Allottee shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (c) Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of

whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.

- (d) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Land Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully as per provisions of the said Act, including by way of raising further storey or stories on the roofs for the time being of the Buildings / Blocks or any of them and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Developer in its absolute discretion may think fit and proper and the Allottee's said share in the Land and also in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Land Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers,

authorities, no objections, consents etc., as may be required by the Promoter.

- (e) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings / Blocks or any of them or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper as per provisions of the said Act without any objection or hindrance from the Allottee, and the Purchaser hereby consents to the same;

35.6 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest if any.

35.7 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and the Maintenance In-Charge, as applicable.

35.8 The Allottee shall have no connection whatsoever with the purchasers / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest

as amongst the Allottee and the other Co-Owners (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

35.9 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

35.10 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognized banks and/or, financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee /s from such bank and financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.

35.11 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all, papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter and/or the Land Owners shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Land Owners fully indemnified with regard thereto;

35.12 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or nonperformance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

35.13 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the Allottee thereof.

35.14 The Project at the said Premises shall bear the name "PUSHP VIHAR".

35.15 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

35.16 If there be any contradiction between the terms of this agreement with those of the Acts and the Rules, then those contained in the Acts and the Rules shall prevail.

**IN WITNESS WHEREOF** 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.

**SIGNED AND DELIVERED BY THE WITHIN**

**NAMED ALLOTTEE** :(including joint buyers)

**SIGNED AND DELIVERED BY THE WITHIN**

**NAMED PROMOTER:**

**SIGNED AND DELIVERED BY THE WITHIN**

**NAMED LANDOWNERS**



**WITNESSES TO ALL THE ABOVE:****SCHEDULES****THE FIRST SCHEDULE ABOVE REFERRED TO:****(said Premises)**

**All That** the piece and parcel of the Raiyat Sthitiban land containing an area of 42 Kattahs 3 Chittaks and 3 sq feet more or less being 0.70 acres more or less with various structures thereon measuring about 8900 sq. ft. built up area, be the same a little more or less situate lying at and comprised in R.S. Dag Nos. 1725 being 0.04 acres more or less and recorded as “Bastu” in the Records of Rights of the State Government), 1735 being 0.03 acres more or less and recorded as “Bahutal Abasan”, 1736 being 0.26 acres more or less and recorded as “Bagan”, and 1737 being 0.37 acres more or less and recorded as “Bagan”, recorded in Khatian No.15/1 and 567/1, in Mouza Chandanpukur, J.L. No.2, Police Station Titagarh, in the District of North 24 Parganas, being Municipal Premises No.44/3 Barasat Road West, Pin 700120 in Ward No.23 of the Barrackpore Municipality

**THE SECOND SCHEDULE ABOVE REFERRED TO:****(UNIT)**

**All That** the **Residential Flat / Apartment bearing No.**\_\_\_\_ containing a **Carpet Area** of \_\_\_\_\_ **Square Feet, Built-up Area** whereof being \_\_\_\_\_ **Square Feet**, exclusive of the area of the balcony(ies) \_\_\_\_\_ Square

Feet and/or area of the open terrace (s) \_\_\_ Square Feet more or less, and having total **Chargeable Area** being \_\_\_ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations more or less, on the \_\_\_ **floor** of the **building** at the Premises described in the **First Schedule** hereunder written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

**Together With** right to park \_\_\_ **motor car/s** in the shared two tier mechanical car park and/or right to park \_\_\_ **Motorcycle/s** in the **Cover** space in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

#### **PART-I**

#### **(Common Areas and Installations)**

- a) Land comprised in the said Premises.
  - a) Top Roof of the Building.
  - b) Lobbies and staircases
  - c) Lift and lift machinery, Lift pits, chute and machine room of the lift
  - d) Common staff toilet
  - e) Common drains, sewers and pipes
  - f) Common water reservoir/ water tank, water pipes (save those inside any Flat)
  - g) Wires and accessories for lighting of Common Areas
  - h) Pump and motor
  - i) Firefighting equipment in the Premises
  - j) Septic Tank
  - k) Cabling for Cable TV

- l) Generator for stand-by power
- m) CCTV Surveillance for the common area
- n) Intercom
- o) Landscaped Roof Terrace
- p) Security Room
- q) AC Community Hall
- r) Indoor Games Room
- s) AC Gymnasium
- t) Water Filtration Plant
- u) Sewarage Treatment Plant
- v) Common paths passages and driveways.

**It is clarified that** the Common Areas and Installations shall not include the parking spaces, exclusive open private terraces (if any) at different floor levels attached to any particular flat or flats, a divided and demarcated portion of the top roof of the Building as dealt with elsewhere in these presents, exclusive greens / gardens (if any) attached to any particular flat or flats and other open and covered spaces at the Premises and the Building which the Promoter / Land Owners may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Land Owners shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

## **PART-II**

### **(Specifications of construction of the Said Unit)**

**STRUCTURE:** Pile foundation with RCC structure

#### **WALL FINISH**

**Interior:** Conventional brickwork with Putty/ Plaster of Paris

**Exterior:** Combination of cladding and/or high quality cement/textured paint

## **FLOORING**

**Master bedroom:** Vitrified tiles

**Other bedrooms:** Vitrified tiles

**Living/Dining:** Vitrified tiles

**Kitchen:** Anti-skid tiled flooring

Granite platform with honed edges

Stainless steel sink

Dado of ceramic tiles up to 2 ft above the counter/platform, Electrical points for refrigerator, water filter and exhaust fan

Provision for exhaust

**Toilet:** Anti-skid ceramic tiled flooring

Wall tiles up to door height

Sanitary ware of Parryware/Hindware or equivalent make

CP fittings of Jaguar/Ess/Hindware or equivalent make

Electrical points for geyser and exhaust fan

Plumbing provision for hot/cold water line

## **DOORS AND WINDOWS**

**Door frame:** Seasoned and treated wood

**Main Door:** Solid core flush doors with decorative handles

**Main door fittings:** Night latch and eyepiece

**Internal Doors:** Solid core flush doors with stainless steel locks

**Windows:** Fully glazed anodized/powder coated aluminum windows

### **ELECTRICALS**

AC points in living, dining and all bedrooms Cable TV, telephone wiring in living/ dining Adequate 15 Amp and 5 Amp electrical points in all bedrooms, living/dining, kitchen and toilets

Concealed copper wiring with central MCB of reputed brands

Door bell point at the main entrance door

Modular switches of reputed high-end brand

### **COMMON LIGHTING**

Overhead illumination for compound and street lighting

#### **Lifts, Stairs and Lobbies**

Necessary illumination in all lobbies, staircases and common areas

**Lifts:** OTIS /KONE/ equivalent make

**Stair and floor lobbies:** Kota stone/marble/tiles

**Entrance ground floor lobby on each block:** Combination of marble, granite and Kota stone

### **OTHERS**

Adequate capacity standby generator for common areas and services Generator power load for Units; 2BHK-500W;

### **THE FOURTH SCHEDULE ABOVE REFERRED TO:**

#### **(Common Expenses)**

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.

2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/ charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings

and/or the Premises save those separately assessed in respect of any unit.

8. **Insurance:** Insurance premium, if incurred for insurance of the Buildings and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz, maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.
12. **Management Fee:** The management fee of the person responsible for management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the co-Owners of the Said Premises, which shall be 10% of the Maintenance Charges or such other amount as may be agreed from time to time.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:****PART-I**

The **Consideration** payable by the Allottee to the Promoter for sale of the said Unit shall be as follows:-

<b>Head</b>	<b>Price</b>
Apartment No.____, Floor ____; Carpet Area ____ Sq. Ft.; Built-up Area ____ Sq. Ft.; Balcony Area _____ Sq. Ft.; Open Terrace Area _____ Sq. Ft.; Chargeable Area ____ Sq. Ft.; with ____ nos. shared Cover Car Parking in two tier mechanical car park on ground floor and/or ____ nos. Motorcycle/s parking space in the cover space on the ground floor	Rs. _____
GST	As Applicable
<b>Total Price:</b>	<b>Rs. _____</b> <b>plus</b> <b>applicable</b> <b>taxes _____</b>

**(Rupees \_\_\_\_\_) only**

**Note :** GST is based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.



**PART-I****(Installments / Payment Plan)**

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of "**PANIHATI RUBBER LIMITED**" or by online payment (as applicable) as follows:

<b>Sl.</b>	<b>Payment Time</b>	<b>Amount</b>
1	Booking Amount	Rs. ....../-
2	On Agreement	10% of the Consideration (including Booking Amount)
3	On Or Before Commencement Of Piling	10% of the Consideration
4	On Or Before Commencement Of Ground Floor Roof Casting	10% of the Consideration
5	On Or Before Commencement Of 3rd Floor Roof Casting	10% of the Consideration
6	On Or Before Commencement Of 7th Floor Roof Casting	10% of the Consideration
7	On Or Before Commencement Of Top Floor Roof Casting	7.5% of the Consideration
8	On Or Before Commencement of Brickwork of flat booked under this agreement	7.5% of the Consideration

9	On Or Before Commencement Of Plaster of flat booked	7.5% of the Consideration
10	On Or Before Commencement Of Flooring of flat booked	7.5% of the Consideration
11	On commencement of installation of Lift	10% of the Consideration
12	On Possession of the Unit	10 % of the Consideration

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

(Devolution of Title of the said Premises)

1. James Kelly Willson purchased **ALL THAT** piece or parcel of land comprising of Plot No. 1 therein measuring about 1.72 Acres be the same little more or less comprising R.S. Dag Nos. 1725, 1734, 1735 and 1736, Plot No. 2 therein measuring about 0.11 Acres be the same little more or less comprising R.S. Dag Nos. 1726 and Plot No. 3 therein measuring about 0.37 Acres be the same little more or less comprising R.S. Dag Nos. 1737 aggregating about 2.20 acres more or less being Premises No. 44, Barasat Road West under Ward No. 21 at Barrackpore Municipality, P.S. Titagarh, 24-Parganas (North) more particularly described in the schedule written therein (hereinafter referred to as the “mother property”) from Nanda Lal Goala and others by a Registered Deed of Conveyance dated 4<sup>th</sup> December, 1940 register in Book No. 1 Vol. No. 20 pages 228 to 236 being No. 1403 for the year 1040.

2. By an Indenture dated 22<sup>nd</sup> November, 1942 the said James Kelly Willson transferred the said mother property to Smt. Ginni Devi Bajoria, wife of Baijnath Bajoria for the consideration mentioned therein being Registered in Book No. 1, Vol. 16 pages 1 to 9 being No. 617 for the year 1942.
3. Smt. Ginni Devi Bajoria died leaving behind a Will dated 19<sup>th</sup> February, 1945 bequeathing all the right, title and interest in the said mother property to her husband Sri Baijnath Bajoria. The Probate for the said will was granted on 5<sup>th</sup> December, 1945 in favour of Sri Baijnath Bajoria in Case No. 25 of 1945 by the Court of District Judge of 24-Parganas, Calcutta and accordingly Sri Baijnath Bajoria became the absolute owner of the said mother property.
4. Sri Baijnath Bajoria died on 20<sup>th</sup> October, 1962 and was survived his four sons and seven daughters, and thereafter the 3 sons and 7 daughters executed 10 registered deeds of relinquishment whereby they released their right, title and interest in the said mother property in favour of their younger brother Shri Laddu Gopal Bajoria, who thus became the absolute owner. The details of said 10 Deeds of Relinquishment in favour of Shri Laddu Gopal Bajoria are as follows:-

<u>Sl. No.</u>	<u>Details of Deed</u>	<u>Executed by</u>
i.	Registered in Book -II Volume no. 24  Pages 170 to 175  Being No. 1399 for the year 1963	BALMUKUND BAJORIA
ii.	Registered in Book-II Volume no. 24  Pages 164 to 169	RADHEY SHYAM BAJORIA

Being No. 1398 for the year 1963

- iii. Registered in Book-IV RAMESHWAR PRASAD BAJORIA  
 Volume no. 27  
 Pages 58 to 60  
 Being No. 1344 for the year 1963
- iv. Registered in Book-IV SABITRI DEBI CHOKHANI  
 Volume no. 24  
 Pages 146 to 148  
 Being No. 1350 for the year 1963
- v. Registered in Book-IV TARA DEBI GORNKA  
 Volume no. 26  
 Pages 132 to 134  
 Being No. 1349 for the year 1963
- vi. Registered in Book-IV JAMUNA DEBI SANGANERIA  
 Volume no. 27  
 Pages 61 to 63  
 Being No. 1345 for the year 1963
- vii. Registered in Book-IV CHANDA DEBI PODDAR  
 Volume no. 27  
 Pages 64 to 66  
 Being No. 1346 for the year 1963
- viii. Registered in Book-IV BENA DEBI KHEMKA  
 Volume no. 26

Pages 129 to 131

Being No. 1348 for the year 1963

ix. Registered in Book-IV GEETA DEVI SHROFF

Volume no. 27

Pages 55 to 57

Being No. 1343 for the year 1963

x. Registered in Book-IV USHA DEBI BAGARIA

Volume no. 26

Pages 125 to 128

Being No. 1347 for the year 1963

5. In Land Acquisition Case No. D/12/65-66 the Govt. of India acquired from the said Sri Laddu Gopal Bajoria for purposes of a Telephone Exchange **ALL THAT** piece or parcel of land measuring about 0.59 Acres be the same little more or less, comprising of R.S. Dag Nos. 1726 of 0.11 acres and R.S. Dag No. 1734 of about 0.48 Acres, out of the said mother property **AND WHEREAS** thereafter the said Laddu Gopal Bajoria became the absolute owner of the balance piece or parcel of land comprising of 1.61 acres or 97 kothas 6 chittak and 22 sq feet more or less comprised of R. S. Dag nos. 1725, 1735, 1736 and 1737 along with structures thereon measuring about 25400 sq. ft. built up being Premises No. 44, Barasat Road West under Ward No. 21 at Barrackpore Municipality, P.S. Titagarh, 24-Parganas (North) (hereinafter referred to as the **“said residual property”**)

6. Shri Laddu Gopal Bajoria by a Deed of Gift dated 29<sup>th</sup> March, 2012 being Deed registered in Book No. 1 CD Vol. No. 17, Page Nos. 1077 to 1093 being No. 04014 for the year 2012 before the Additional Registrar of Assurances-II,

Kolkata and another Deed of Gift dated 3<sup>rd</sup> September, 2016 being Deed registered in Book No. 1 Vol. No. 1904-2016, Page Nos. 314240 to 314263 being No. 190408383 for the year 2016 before the Additional Registrar of Assurances-IV, Kolkata transferred all the right, title and interest in the said residual property to Shri Sanjay Kumar Bajoria, Ms. Madhavika Bajoria and Shri Abhyuday Bajoria. Accordingly, Shri Sanjay Kumar Bajoria, Ms. Madhavika Bajoria and Shri Abhyuday Bajoria became joint owners of the said residual property each having equal 1/3<sup>rd</sup> (one-third) share and accordingly their names are recorded in Barrackpore Municipality as the recorded Co-owners holding one-third share each of the said property and also in the State Land & Land Records Dept., Barrackpore as the Rayati of the said Property.

7. The said Shri Sanjay Kumar Bajoria, Ms. Madhavika Bajoria and Mr. Abhyuday Bajoria as Co-owners of the said residual property comprising of 97 Cottahas 6 Chitacks and 22 Sq. ft. being the same little more or less comprised of R.S Dag Nos. 1725, 1735, 1736 and 1737 along with structures thereon measuring about 25400 Sq. Ft. have divided the said residual property in Two Lots being Lot -A in the southern side comprising of 42 Kottahs 3 chittaks and 3 Sq. ft. more or less comprised of R. S. Dag nos. 1725 (Part), 1735 (Part), 1736 (Part) and 1737 along with structures thereon measuring about 8900 Sq. ft. built up (being the said property) and Lot-B on the northern side comprising of 55 Kottahs 3 chittaks and 19 Sq. ft. more or less comprised of Dag Nos. R. S. Dag nos. 1725 (Part), 1735 (Part), 1736 (Part) along with structures thereon measuring about 16500 Sq. ft. built up.
8. Shri Sanjay Kumar Bajoria by a Deed of Gift dated 17<sup>th</sup> March, 2020 being Deed registered in Book No. 1 Vol. No. 1902-2020, Page Nos. 66036 to 66074 being No. 190201642 for the year 2020 before the Additional Registrar of

Assurances-II, Kolkata transferred all the right, title and interest in the said Lot -A being the said property in the southern side comprising of 42 Kottahs 3 chittaks and 3 Sq. ft. more or less comprised of R. S. Dag nos. 1725 (Part), 1735 (Part), 1736 (Part) and 1737 along with structures thereon measuring about 8900 Sq. ft. built to Ms. Madhavika Bajoria and Shri Abhyuday Bajoria. Accordingly, Ms. Madhavika Bajoria and Shri Abhyuday Bajoria became joint owners of the said premises each having equal 1/2 (one-half) share and accordingly their names are recorded in Barrackpore Municipality as the recorded Co-owners holding one-half share each of the said property being numbered as Municipal Premises No.44/3 Barasat Road West, P.S. Titagarh, North 24 Parganas Pin 700120 in Ward No.23 of the Barrackpore Municipality by mutation and separation.

#### **ANNEXURE "A"**

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the Ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
  - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
  - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes,

as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;

- (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Buildings 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 their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
- (d) to use their respective flats (and servant's quarter / store room, if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre,• Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever;
- (e) to use the car or motorcycle parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars or motorcycles as the case may be.
- (f) not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.



- (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies , landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things therein or thereat or in any other common areas of the premises.
- (i) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
- (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save a decent nameplate outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat/unit.
- (k) 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 unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (l) not to alter the outer elevation of the Buildings or any part thereof nor decorate the exterior of the Buildings or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Buildings nor allow or permit any other person to do so.

- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Buildings.
- (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/ parts of the Buildings and not to do or cause to be done anything in or around their respective units 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 their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall **not** make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the flats agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats / commercial spaces to any other Owners of flat in the Buildings and none else.
- (q) In case any Open Terrace be attached to any flat, then the same shall be aright appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:

- (i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the flat owned by such Allottee in the said buildings);
  - (ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.
  - (iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
- (r) In the event any Allottee has been allotted any right of parking motor car in the shared mechanical car park in the ground level within the premises or motor cycle parking space, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motorcar or motor cycle as the case may be, and for no other purpose whatsoever and shall not at any time claim Ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car or motorcycle as the case maybe thereat;
  - (ii) The Allottee shall not be entitled to sell transfer or assign Such parking space or his right of parking car or motor cycle at such Parking Space or allow or permit any one to park car or motor cycle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;
  - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;

- (iv) The Allottee shall not park nor allow or permit anyone to park motor car or motor cycle nor shall claim any right of parking motor car or motor cycle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
- (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/ or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said buildings and the said premises.
- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owners with regard thereto.
- (s) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (t) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (u) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (v) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts,

tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.

- (w) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Kamarhati Municipality, Kolkata Metropolitan Development Authority, CESC Limited and/or the WBSEB Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/ or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter

and the Land Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.

- (x) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the Kamarhati Municipality and B.L. 8s L.R.O.
- (y) not to fix or install air conditioners in their respective flats save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/ s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs. 100/ - (Rupees One Hundred) only per sq. ft., of the Chargeable area of such Allottee's flat and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/ s to be installed in their respective flats approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective flats.
- (z) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows

including grills of the flat which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the buildings and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs.200/- (Rupees Two Hundred ) only per sq. ft. of the Chargeable area of such Allottee's flat. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Allottee.

- (aa) not to make in the flat any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.500/- (Rupees Five Hundred) only per sq. ft., of the Chargeable area of the concerned flat. Such Allottee shall also be liable to reimburse to the Promoter and/ or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage.
- (bb) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the Deemed Date of Possession / Date of Commencement of Liability:-
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the at the ground level of the Building at the premises Municipality Provided That so long as their respective units

are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Barrackpore Municipality proportionate share of all such rates and taxes assessed on the Premises or pay the same to Promoter / Land Owners, as be intimated by the Promoter from time to time;

- ii) All other taxes, land revenue, impositions, levies, cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Buildings or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Land Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Buildings or the said Premises as a whole.
- iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited and/or the WBSEB Limited.
- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale



Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** to these presents) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.2.50/ = only per square foot per month of the Chargeable Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd. and/or the WBSEB Limited from its consumers for the delay payment of its bills).

- (cc) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owners and/or the Maintenance Company from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or with the security guard of the Complex / Building.
  3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and facade of the Building/ s / Housing Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other co-Owners proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
  4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and

performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% per mensem on all the amounts in arrears, as also all expenses on account of disconnection and/or reconnection of utilities and facilities and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) disconnect the supply of electricity to the said Unit;
  - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
  - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
  - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/ s.
5. It is also agreed and clarified that in case any allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, water etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.