

**AGREEMENT FOR SALE**

This Agreement for Sale (**Agreement**) executed on this \_\_\_\_\_ (Date) day of \_\_\_\_\_ (Month), 20\_\_\_\_

**By and Between**

**IDEAL REAL ESTATES PRIVATE LIMITED** (CIN no U70101WB1988PTC045347 corporate office at 50, Jawaharlal Nehru Road, Kolkata 700 071 and having Income Tax Permanent Account No. AAACD9025H represented by its authorized signatory/Director (Aadhaar no. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the One Part.

AND

[If the Allottee is a company]

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company within the meaning of the Companies Act, 2013, as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the Other Part.

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide resolution dated \_\_\_\_\_ hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, and their respective heirs, executors, administrators, successors, legal representatives and/or permitted assigns) of the Other Part

[OR]

[If the Allottee is an Individual]

Mr./Ms. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, legal representatives and permitted assigns) of the Other Part.

[OR]

[If the Allottee is a HUF]

\_\_\_\_\_ HUF, a Hindu Undivided Family represented by it Karta Mr. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the coparcenors and members for the time being of the said HUF, and their respective heirs, executors, administrators, successors and permitted assigns) of the Other Part.

*(Please insert details of other allottee(s) in case of more than one allottee)*

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”

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

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act. XLI of 2017);
- (b) “**Rules**” means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) “**Section**” means a section of the Act.

## WHEREAS

- A.** The Promoter is the absolute and lawful owner of All That the plot of land measuring about 161 decimals equivalent to about 97.405 cottahs comprised in Dag Nos. 2583 (also known as 120/2583), 626 (also known as 122/626), 2584 (also known as 122/2584), 2585 (also known as 122/2585), 122, 2588, 126, 124, 123 and 2586 (also known as 123/2586) at Mouza Punja Sahapur, J. L. No. 9, Sheet No. 1, Police Station Behala, District 24 Parganas (South) together with several buildings and structures constructed thereon and being present Premises No. 52, Buroshibtala Main Road (previously Premises Nos. 49 and 52, Buroshibtala Main Road and prior thereto being portion of 1 Buroshibtala Main Road and also known as holding no. 1/71, Buroshibtala Main Road) Kolkata 700 038 within Ward No. 117 of the Kolkata Municipal Corporation (hereinafter collectively referred to as “**the said Land**” and morefully described in **Schedule G**) by virtue of the purchase deed executed and registered in favour of the Promoter, details whereof are mentioned in **Schedule H** hereto.
- B.** The said Land is earmarked for the purpose of building a residential project having multi-storied residential apartment buildings and the Project has been named “**IDEAL PARADISO**” (**Project**).
- C.** The Promoter has formulated a scheme for the development of the said Land by constructing new buildings primarily for residential purpose, sale of various apartments/spaces, with or without car parking space/s and other appurtenances (collectively **Apartments And Appurtenances**) in the Project and usages of common areas and utilities as summarized below.
- D.** The Promoter is fully competent to enter into this Agreement.
- E.** A Building Plan has been sanctioned by the Kolkata Municipal Corporation (**Corporation**) being Building Permit No. 2018130118 dated 15.09.2018 and (**Sanctioned Plans**) and the same shall include all sanctionable/permissible modifications made thereto, if any, from time to time. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- F.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.

- G.** The Allottee had applied for an apartment in the Project and has been allotted on the General Terms and Conditions agreed between the parties All That the residential apartment (including the servant quarter appurtenant thereto) described in **Part I of Schedule A (“said Apartment”)** in the Wing named therein (“**said Wing**”) to be constructed on the said Land together with undivided, impartible, proportionate and variable share in the said Land as be attributable and appurtenant to the said Apartment (“**Land Share**”) together with the right to park a medium sized car in the parking spaces described in **Part II of Schedule A (“Parking Space”)**, if any, together with undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said Wing and the said Land, as be attributable and appurtenant to the said Apartment (“**Share In Common Areas**”). The said common areas, amenities and facilities are described in **Schedule E (collectively Common Areas)**. The said Apartment, the Land Share, the Exclusive Terrace/Balcony, the Parking Space, if any, and the Share In Common Areas are hereinafter collectively referred to as “**the said Apartment Unit**” and are described in **Part III of Schedule A**. The floor plan of the said Apartment is annexed hereto and marked as **Schedule B**;
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I.** The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the title of the Promoter , the Sanctioned Plans and other approvals and permissions, all background papers, the right of the Promoter to enter into this Agreement, the scheme of development indicated in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not hereafter raise any objection with regard thereto and/or make any requisitions regarding the above and the Allottee also waives the Allottee’s right, if any, to do so.
- J.** 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.
- K.** 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;
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment Unit described in **Part III of Schedule A**.

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 said Apartment Unit described in **Part III of Schedule A**.
  - 1.2 The Total Price/Agreed Consideration for the said Apartment Unit based on the carpet area thereof is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

(“**Total Price/Agreed Consideration**”) as per details mentioned in **Schedule C**.

*Explanation:*

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and/or the Project to the Association of allottees after obtaining the completion certificate;

Provided that all the applicable Taxes shall be payable by the Allottee to the Promoter;

- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the said Apartment includes the proportionate share in land and Common Areas as mentioned in this Agreement.

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

1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule ‘C’** (“**Payment Plan**”).

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at State Bank of India Prime Lending Rate plus 2 per cent per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule ‘D’** and **Schedule ‘E’** in respect of the said Apartment, without the previous written consent of the

Allottee as per the provisions of the Act and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee: Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Sanctioned Plans so long the same does not affect the said Apartment intended to be acquired by the Allottee and the Allottee hereby consents to the same and waives his right of giving any further consent.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the said Wing is complete and the Occupancy/Completion Certificate is granted by the Corporation, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
- 1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the said Apartment Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Parking Space described in **Schedule A** and
  - (ii) The Allottee shall also have undivided variable proportionate share in the Common Areas. Since the share or 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 Apartment Owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, municipal taxes and other liabilities. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion/ Occupancy Certificate from the Corporation as provided in the Act;
  - (iii) That the computation of the price of the said Apartment includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and includes cost for providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in **Schedules D & E**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule F**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.
- 1.10 The Promoter agrees to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, before transferring the said Apartment Unit to the Allottee, then the Promoter agrees to be liable, even after the transfer of the said Apartment Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Promoter or not, within the time and in the manner specified therein; Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

## 2. **MODE OF PAYMENT:**

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

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

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Promoter and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with necessary declarations, documents, permission, approvals, etc. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the

Reserve Bank of India or any other applicable law and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 Clause 3.1 above. Under no circumstances shall the Promoter be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment Unit applied for herein in any way and the Promoter shall issue the payment receipts in favour of the Allottee only.

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

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

5. **TIME OF ESSENCE:**

The Promoter shall take steps to 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 said Apartment Unit to the Allottee and the Common Areas to the association of allottees. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C".

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

6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Corporation, the Total Price & payment plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule F** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D & E**. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Corporation and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the Corporation 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 this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2 Besides the additions and alterations permissible under the Act and/or Rules, the

Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the said Wing, the Common Areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. The Allottee hereby agrees and covenants not to, under any circumstances, raise any objection or hindrance thereto at any time or to make any claim because of the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

- 6.3 The decision of the Architect in all regards including the quality, variations and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties. The Allottee consents to the variations, modifications or alterations as may be recommended by the Architect and further agrees not to raise any objection to the Promoter and/or the Architect making such variations, modifications or alterations or raise objections in any manner relating to or concerning the construction or completion of the Said Wing and/or the Project by the Promoter.
- 6.4 The Parties have mutually agreed and accepted the measurement of the Said Apartment as mentioned in this Agreement including the carpet area thereof and the area of the private garden, if any, attached thereto and the built-up area of the Said Apartment shall be 27% (twenty seven per cent) less than the super built-up area. The Allottee hereby confirms accepts and assures the above and shall not raise any objection with regard thereto. In case of variation in carpet area of the said Apartment and/or the private garden attached thereto, if any, built-up area, the super built-up area mentioned in this Agreement shall also stand varied proportionately and the Total Price shall also stand varied proportionately.
- 6.5 It has been mutually agreed by and between the Parties that (1) the Parking Space shall always be subject to relocation at the option of the Promoter, until before the Date Of Possession (2) the Parking Space, if any, agreed to be taken by the Allottee can only be used for parking of a medium sized motor car of the Allottee and not for any other purpose (3) the Allottee shall only park such motor car in the Parking Space, if any, and (4) the Allottee shall not be entitled to deal with the Parking Space without the consent of the Promoter. The Allottee hereby accepts the above and shall not raise any objection with regard thereto. In case the Allottee transfers the Said Apartment, the same shall be transferred along with the Parking Space, if any. Parking Space alone cannot be transferred independent of the Said Apartment to any person who is not an Apartment Owner in the Said Land.
- 6.6 Some of the Apartments shall have Private Gardens. The Private Garden, if mentioned in **Part-I of Schedule A** hereto, shall have (1) exclusive access from and be attached and appurtenant only to the said Apartment (2) exclusively owned and used by the Allottee for the purpose of private garden only (3) the



Allottee shall not be entitled to use the same for any other purpose or to make any construction thereon, and (4) the Allottee shall however be entitled to beautify and landscape the same. The said private garden shall form an integral part of the said Apartment and shall be transferable only as a part of the same and not independently or in any other manner.

- 6.7 Notwithstanding anything contained in this Agreement, the Allottee has irrevocably and unconditionally consented to and has no objection and shall under no circumstances have any objection to the Promoter in any manner or for any reason whatsoever (1) modifying the Sanctioned Plans, if necessary (2) constructing, additional floors in the Said Wing and/or additional wings in the Said Land (3) selling/using the saleable areas in the additional floors and/or the additional wings in any manner the Promoter desires and the same is and shall be deemed to be the previous written consent under the Act.

## 7. DELIVERY OF THE SAID APARTMENT:

### 7.1 Schedule for delivery of the said Apartment:-

The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below. The Promoter assures to hand over the said Apartment 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") or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or due to reasons beyond control, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment Provided that such Force Majeure conditions or reasons are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall be terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 days from that date or within such further time as may be agreed between the parties. 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. whatsoever against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Promoter.

- 7.1A The obligation of the Promoter under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule F** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under law and not committing any breach, default or violation.

- 7.2 **Procedure for taking Possession-** The Promoter, upon issue of the Partial or Full Occupancy/Completion Certificate by the Corporation, shall offer in writing the possession (“**Possession Notice**”) or actual possession which ever is earlier of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within two months from the date of issue of occupancy/completion certificate (“**Date of Possession**”) subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Promoter and the Allottee within 3 months from the date of issue of Occupancy/Completion Certificate. The Allottee, after issue of Possession Notice, agrees to pay the maintenance charges as determined by the Promoter/Association of allottees, as the case may be, municipal taxes and other outgoings, electricity charges, other charges, rates, taxes, levies, deposits in respect of the said Apartment Unit from the expiry of 15 (fifteen) days from the date of issue of the Possession Notice (“**Date Of Possession Notice**”). The Promoter shall hand over the occupancy/completion certificate of the said Apartment to the Allottee at the time of execution of the Deed of Conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of the said Apartment-** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and other documentation prepared by the Promoter through R. Ginodia & Co., Advocates (Project Advocates) and the Promoter shall give possession of the said Apartment Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay maintenance charges, municipal taxes and other outgoings as specified in Clause 7.2.
- 7.4 **Possession by Allottee-** After obtaining the occupancy/Completion certificate and handing over physical possession of the Apartments to all the Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees as per the local laws.
- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Promoter under this Agreement, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money, if any, paid by the

Allottee to the Promoter towards the Total Price shall only be returned by the Promoter to the Allottee within 45 days of such cancellation or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. The Promoter shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.

- 7.6 **Compensation.**- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the said Wing containing the said Apartment is being constructed or has been constructed that is known to the Promoter but has not been disclosed to the Allottee or which the Allottee could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law, 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. It is further made clear that under no circumstances shall the Promoter be liable for any defective title not created by the Promoter and/or any defect that existed prior to the purchase of the land.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement 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 attributable to the Promoter, the Promoter shall be liable on written demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him towards the Total Price of the said Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect.

Provided that where if the Allottee does not intend to withdraw from the Project, the Allottee may claim from the Promoter interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Promoter to the

Allottee within forty five days of it becoming due and such interest may be adjusted against the interest receivable by the Promoter from the Allottee for delayed payment in terms of Clause 1.11.

- 7.7 It shall not be obligatory for the Promoter to complete the Common Areas before giving the Possession Notice to the Allottee and the Said Apartment and the Parking Space, if any shall be deemed to have been completed in all respect if the same is made fit for habitation and use as per the Specifications, provided the decision of the Architect in this regard being final and binding. In this regard it is clarified that (1) it shall not be obligatory for the Promoter to complete the Common Areas before the completion date or before giving the Possession Notice to the Allottee, (2) the Promoter shall be required to complete the Common Areas after the Project is completed and (3) all Common Areas shall be used in common by all Apartment Owners.
- 7.8 With effect from the Date of Possession, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Said Wing, the Common Areas made ready till that time, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 7.9 The Allottee shall not, before or after delivery of possession of the said Apartment Unit to the Allottee, directly or indirectly, do any act, deed or thing whereby the construction/developmental work of the Said Apartment And Appurtenances and/or the Said Wing and/or the Project is in any way hindered or impeded. The Allottee hereby accepts the above and shall not raise any objection with regard thereto.
- 7.10 The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation, within 30 (thirty) days from the date of registration of the Deed of Conveyance of the Said Apartment Unit (**Date Of Conveyance**) and (2) pay the Rates & Taxes (proportionately for the Said Land and/or the Said Wing and wholly for the Said Apartment Unit from the Date Of Possession Notice and until the Said Apartment Unit is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Facility Manager/Association (upon formation)/ Kolkata Municipal Corporation, such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.
- 7.11 At the request of the Allottee, the Promoter may at its option and subject to such conditions as it may deem fit, allow the Allottee to have temporary access to the Said Apartment for interior and furniture works provided all dues payable to the Promoter are paid in full by the Allottee. The Allottee shall complete the interiors and furniture works without disturbing or causing inconvenience to the Promoter or the occupants of other apartments in the Said Land and without making any change in the structure and construction of the Said Apartment. During such period of temporary access the Promoter shall continue to be in possession of the Said Apartment and the Allottee shall only have a revocable and temporary license to have access to the same for the aforesaid limited purpose and shall not be entitled to actually occupy, use or

enjoy the Said Apartment till possession is given by the Promoter in terms of Clause 7.2. The Allottee shall pay to the Promoter all incidental charges like proportionate electricity charges, cleaning charges etc. relating to the fit-out carried out by the Allottee. The Allottee agrees to adhere to the guidelines below :

**Guidelines to be followed by the Allottee and/or their representatives**

1. Allottee shall not put additional grills in the balcony/windows.
2. Allottee shall not install window air-conditioner or put outdoor unit of split air-conditioner other than at the place already provided or in such places as designated by the Promoter.
3. In case of Allottee making any changes in pipelines/plumbing lines, the Allottee shall have to conduct the smoke/pressure test in the presence of the Promoter's representative. Cost of such test will be borne by the Allottee. If the said changes pass the smoke/pressure test, a certificate shall be issued for the same. The Promoter shall not be liable for any future damage occurring due to these changes. And if, by making such changes any damage is caused to any other apartment, the rectification cost will be borne by the Allottee.
4. If any damage is caused to any other apartment or the Common Areas due to a problem in Allottee's apartment, then the Promoter shall be entitled to get the same rectified at the cost of the Allottee.
5. Painting of external surface in balcony and windows is not allowed.

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

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

- (i) The Promoter has marketable title with respect to the said Land on the basis of the purchase deed executed and registered in favour of the Promoter, details whereof are mentioned in **Schedule-H** hereto and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project created by the Promoter;
- (iv) There are no litigations pending against the Promoter before any Court of law or Authority with respect to the said Land, Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the Corporation with respect to the Project, said Land and the said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, said Wing and the said Apartment and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected.

- (vii) The Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee;
- (x) The said Apartment 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 Apartment;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Land to the Corporation till the Completion Certificate is issued;
- (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 Apartment) 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 clauses and reasons beyond control, the Promoter shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Promoter fails to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Schedule 'A' or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority and/or extensions thereof. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition.
- (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, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:
- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any 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 towards the Total Price for purchase of the said Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. If however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due or within such further time as may be agreed between the parties.
- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of inter alia the following events:
- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule 'F'** 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 Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment /Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter shall be free to deal with, dispose of and/or sell the said Apartment Unit to

anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable.

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

- (iii) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Promoter within the above time, then the Allottee shall be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and in default of such payment within 30 days, the Promoter may terminate the allotment /Agreement of the said Apartment in favour of the Allottee. In case of termination the provisions under sub-clause 9.3(ii) shall be applicable regarding the amount that shall be refundable and the time for the same.
- (iv) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the said Wing / Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the said Wing / Project, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter.
- (v) Besides the aforesaid rights the Promoter shall also be entitled to enforce any other right to which the Promoter may be entitled to in law by reason of any default or breach on the part of the Allottee.

## 10. CONVEYANCE OF THE SAID APARTMENT:

10.1 The Promoter, on receipt of Total Price of the said Apartment as per Clause 1.2 and Additional Liabilities and Deposits mentioned in **Schedule F** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, municipal and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a conveyance deed and convey the title of the said Apartment, the said Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas and the said Land within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee:



However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and incidental expenses to the Promoter is made by the Allottee.

10.2 The Allottee shall be bound to take conveyance of the Said Apartment Unit within the time mentioned in this Agreement, failing which exclusive physical possession of the Said Apartment and the Parking Space, if any, shall not be delivered to the Allottee (although the Allottee shall become liable for Common Expenses and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Allottee. In the event of failure of Allottee to take conveyance of the Said Apartment Unit within the time mentioned in this Agreement, a penalty of Rs. \_\_\_/- (Rupees \_\_\_\_\_) per month per sq. ft. of carpet area will be payable by the Allottee for cleaning and maintenance together with applicable Goods and Service Tax, if any.

10.3 The rights of the Allottee are limited to ownership of (1) the Said Apartment (2) the Land Share (3) the Share In Common Areas and (4) the Parking Space, 5) Exclusive open terrace/garden/balcony/verandah if any, and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim of ownership contrary to the above and also waives the right, if any, to do so.

10.4 The right, title and interest of the Allottee is confined only to the Said Apartment Unit and the Promoter is entitled to deal with, use, utilise, transfer, alienate, part with possession, and dispose off all other portions of the Said Land/ Project/Said Wing (**Saleable Areas**) to third parties at the sole discretion of the Promoter, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection. The Allottee irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest in the other Saleable Areas (including the Private Garden, if any, appurtenant to other Apartments) and/or the properties and rights which are not intended to be transferred to the Allottee.

10.5 All open and covered areas in the Said Land proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof. The Allottee confirms that he has agreed to purchase the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Private Gardens attached and/or appurtenant to some of the other Apartments which shall be exclusively owned and used by the respective owners/occupants of those other Apartments.

10.6 The Allottee fully comprehends and accepts that (1) the Land Share shall be the proportion which the carpet area of the Said Apartment bears to the total carpet area of all the Apartments in the Said Land (2) if the area of the Said Wing/Said Land is recomputed by the Promoter, then and in such event, the Land Share and the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation

(including diminution) therein (3) the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share and the Share In Common Areas (4) the Land Share and Share In Common Areas are not divisible and partible and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

#### 11. MAINTENANCE OF THE BUILDINGS/ APARTMENT/ PROJECT

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the completion certificate of the project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter. The Promoter may hand over management and upkeep of all Common Areas to a professional facility management organization (Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render day to day services with regard to the Common Areas (2) the Facility Manager shall levy and collect the Maintenance Charge (3) the Allottee shall be bound to pay the Maintenance Charge to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial consideration (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and (6) the Facility Manger may be appointed and/or replaced by the Promoter or the Association (upon formation) from time to time.

11.2 The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Promoter shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Apartment Owners or to raise any issue relating to the said Wing / Project/ said Land. The maintenance of the said Wing / Project/ said Land shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the said Wing / Project/ said Land and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the said Wing / Project/ said Land to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any. Notwithstanding formation of the Association, the Facility Manager may look after the maintenance of the Common Areas. Each Allottee will be entitled to cast one vote irrespective of the size of his Apartment.

11.3 All the Apartment Owners including the Allottee shall become members of the Association with voting rights without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

11.4 All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Promoter and the Allottee hereby consents to accept and sign the same.

11.5 The Said Apartment Unit shall be owned by the Allottee subject to such rules and regulations as may be made applicable by the Association (upon formation) from time to time. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

11.6 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Project including the Allottee herein.

11.7 The rights of the Promoter, the Facility Manager and the Association relating to certain matters are more fully specified in **Schedule K** and the Allottee has irrevocably agreed to be bound by the same.

11.8 The Allottee shall from the Date of Possession, use the said Apartment Unit subject to all restrictions as may be imposed by the Promoter or the Association (upon formation) and shall use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Apartment Owner and/or the Promoter.

11.9 The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas, the said Wing / Project/ said Land including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in Clause 15 and Schedule I and the same shall be binding on the Allottee. It is expressly made clear that from the Date of Possession Notice or actual physical possession whichever is earlier all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, municipal taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee notwithstanding anything to the contrary contained in Clause 15 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

11.10 The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charge.

11.11 From the date of offering the handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Common Areas / the said Wing/ the said Land/ the Project and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Common Areas / the said Wing/ the said Land/ the Project and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all

statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the Promoter and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or from the date of possession notice which ever is earlier, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the said Wing / Project, Common Areas and/or any of the Apartment Units by the Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the said Wing / Project. Natural materials like marble, granite, wood, sandstone etc. contain grains with inherent structural differences as a result whereof colour and marking caused by their material mineral complex composition, cracks, inherent impurities etc. are likely to occur. While the Promoter shall take every care to ensure construction and completion of the Said Apartment as per Specifications mentioned herein, the Promoter shall not be responsible for cracks, discolouring or deterioration in the quality of such natural materials.

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

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

14. **USAGE :**

Use of the Common Areas: The Common Areas as located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, and the same shall be reserved for use by the association of Allottees formed for rendering maintenance services.

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

15.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Wing / Project, or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said Wing / Project is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the said Wing or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the said Wing. The Allottee shall also not remove any wall including the outer and load bearing wall of the said 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. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule I** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

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

17.2 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has irrevocably consented to and/or hereby irrevocably consents that the Promoter shall be entitled to construct additional/further floors on and above the top roof of the Said Wing and/or make other constructions elsewhere on the Said Land and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the said Land and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and the same is and shall be deemed to be the previous written consent under the Act. The Allottee shall not have any right whatsoever in the additional/further constructions and the Allottee agrees and covenants not to obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Project, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and shall keep the Promoter indemnified in this regard. The Promoter shall, if required, obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/ approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment. However, the Allottee hereby irrevocably consents that the the Promoter shall be entitled to take loans and/or financial assistance for the purpose of implementation and

execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Promoter shall be entitled to create charge and/or mortgage in respect of the Said Land/Project in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Apartment Unit, a release/no objection/ clearance shall be obtained by the Promoter from the concerned Banks/Financial Institutions/Housing Finance Companies or corporate bodies regarding transfer of the said Apartment Unit. Similarly, the Allottee shall be entitled to take housing loans for the purpose of acquiring Apartment Units in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement. The Promoter shall, if required by the Allottee, render co-operation for obtaining such housing loans. It is however made clear that availing of the home loan by the Allottee shall not in any way restrict any of the rights of the Promoter under this Agreement including the right of termination. The Allottee undertakes to avail the home loan in accordance with the terms and conditions of this Agreement.

**19. APARTMENT OWNERSHIP ACT:**

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

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registration authority as and when intimated by the Promoter. If the Allottee(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 to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Promoter and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to 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 save and except the General Terms and Conditions in regard to the said Apartment.

**22. RIGHT TO AMEND:**

The Agreement may only be amended through written consent of the Parties. Any document containing any amendment accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment of a document and as such registration of any document containing any amendment is not likely to be possible.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

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

23.2 Before the execution and registration of the Deed of Conveyance of the Said Apartment Unit, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions precedent:

(a) The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee's covenants, undertakings and obligations under this Agreement or otherwise and in case of any default the same is rectified / remedied by the Allottee to the satisfaction of the Promoter prior to the nomination.

(c) In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the nomination shall be valid only upon the Allottee and the nominee entering into a nomination agreement as per the standard format prepared by the Project Advocates wherein the Promoter shall also join only for the purpose of confirmation of nomination.

(d) The Allottee shall pay a sum calculated @ Rs. 35/- (Rupees Thirty Five) per square feet of built up area as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a nomination. However, Nomination Fees shall not be payable in case of nomination in favour of parents, spouse,



brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time and the estimated extra registration fees. Such amount shall be payable by the Allottee on or before the nomination.

The Allottee agrees and accepts that the Allottee shall not nominate or assign the rights under this Agreement save in the manner indicated above.

23.3 After the execution and registration of the Deed of Conveyance, the Allottee may transfer and alienate the said Apartment Unit provided that the same shall not be in any manner be inconsistent with this Agreement and/or the Deed of Conveyance to be executed pursuant hereto and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, obligations, undertakings and obligations as applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

#### **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 timely payments as per the Payment Plan (Schedule 'C') including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Promoter. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**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 the Project, the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all the Apartments in the Said Land.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

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

**29. NOTICES:**

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee  
 \_\_\_\_\_ Allottee Address  
 M/s \_\_\_\_\_ Promoter name  
 \_\_\_\_\_ Promoter Address

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

**30. JOINT ALLOTTEES:**

That in case there are Joint Allotees 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 be considered as properly served on all the Allotees.

**31. SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the said Apartment prior to the execution and registration of this Agreement for Sale 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 unless agreed between the parties. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding.

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The Parties declare and confirm that this format of the Agreement has been prepared by modifying the Agreement for Sale that was being executed prior to the coming into effect of the Act, in order to comply with the mandatory requirements of the Act. The other terms and conditions as per the contractual understanding between the parties have been mutually agreed upon and have been mutually added/modified by the parties to the basic format suggested under the Rules. Such additional/modified terms and conditions are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at 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)

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
(2) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
--	--

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

**WITNESSES:**

(1) Signature _____ Name _____ Address _____
(2) Signature _____ Name _____ Address _____

**SCHEDULE 'A'-  
Part I  
(Said Apartment)**

Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, measuring carpet area approximately \_\_\_\_ (\_\_\_\_\_) square feet, built-up area approximately \_\_\_\_ (\_\_\_\_\_) square feet (including the area of the Servant Quarter) super built-up area approximately \_\_\_\_ (\_\_\_\_\_) square feet, together with a Exclusive Garden/Terrace/balcony/verandah measuring about \_\_\_\_ (\_\_\_\_\_) square feet comprised in the Wing named \_\_\_\_\_ forming part of the Project named ***Ideal Paradiso***, to

be constructed on the Said Land described in **Schedule G** below. The layout of the Said Apartments delineated on the **Plan B** annexed hereto and bordered in colour **Red** thereon.

**Part II  
(Parking Space)**

Right to park \_\_\_\_\_ medium sized car in the \_\_\_\_\_ Parking Space in the \_\_\_\_\_ areas of the Said Land.

**Part III  
(Said Apartment Unit)  
[Subject Matter of Agreement]**

The Said Apartment, being the apartment described in **Part I** of **Schedule A** above.

The right to park in the Parking Space described in **Part II** of **Schedule A** above.

The Land Share, being undivided, impartible, proportionate and variable share in the Said Land described in **Schedule G** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

The Share In Common Areas, being undivided, impartible, proportionate and variable share and/or interest in the Common Areas described in **Schedule E** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

The said Apartment is to be made ready for handing over possession by December, 2022 unless there is delay due to Force Majeure or reasons beyond control

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

**SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN**

PRICE DETAILS:

Sl. No.	Description	Amount (In INR)
A.	<b>Unit Price:</b> a) Cost of Unit b) Cost of exclusive balcony or verandah areas	

	c) Cost of exclusive Terrace/garden areas d) Proportionate cost of Common Areas with external wall thickness etc.	
	e) Garage/ covered-independent/covered-dependent/open-independent/open-dependent/multi-level/two-wheeler	
	<b>Sub-Total</b>	<hr/>
<b>B.</b>	<b>Other Charges:</b> (a) Interest Free advance common area maintenance charges for 12 months (b) Maintenance Deposit for Sinking Fund (c) Contribution for becoming Member of the Association. (d) Legal/documentation Charges per Apartment. This shall include documentation charges and exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals. (e) Miscellaneous charges per Apartment.	(a) _____ (b) _____ (c) _____ (d) _____ (e) _____
	<b>Sub-Total</b>	<hr/>
<b>C</b>	<b>Total GST</b>	<hr/>
	<b>Total Price (A + B+C)</b>	<hr/> <hr/>

THE TOTAL PRICE SHALL BE PAID BY THE ALLOTTEE IN THE FOLLOWING MANNER:

Sl. No.	Stages of Payment	% of Payment	Amount
1	Booking Amount	10% of Unit Price + GST (Rs 5 lakhs + GST to be submitted at the time of filling of application form as Initial Booking Amount. Balance within 15 days from the date of application form.)	
2	Piling	10% of Unit Price+ GST	
3	On Completion of Ground Floor Casting	10% of Unit Price+ GST	

4	On Completion of 3 <sup>rd</sup> Floor Casting	10 % of Unit Price + GST	
5	On Completion of 6 <sup>th</sup> Floor Casting	10 % of Unit Price + GST	
6	On Completion of 9 <sup>th</sup> Floor Casting	10 % of Unit Price + GST	
8	On Completion of Roof of the respective Unit	10% of Unit Price + GST	
9	On Completion of Brickwork of respective Unit	10% of Unit Price+ GST	
10	On completion of Flooring of respective Unit	10% of Unit Price+ GST	
10	On Notice for Possession	10 % of Unit Price + Association formation + Legal Fees + Miscellaneous Fees + Maintanance Deposit + Advance Maintanance Charges + GST	

**SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES  
WHICH ARE PART OF THE SAID APARTMENT**

**[PLEASE CHECK]**

Superstructure: RCC structure

Walls:

Internal Plaster of Paris Finish/Common area paint/External paint

Windows: Aluminium windows with grills

Doors: Flush doors with Accessories

Kitchen:

Dado of ceramic tiles/granite platform with Sink

**Toilets:**

Concealed pipeline using standard material/dado of ceramic tiles/tiled

**Flooring:**

Tiles in living rooms and bedrooms/marble/tiles/stone in all common area

**Electricals:**

Concealed Copper wiring/Sufficient light and power point

**Water Supply/Sewerage System:**

24 hours water supply

Sewerage/Drainage system from the Wing to the main sewerage system

Air Conditioning: In Living/Dining Room and all Bed Rooms.

**SCHEDULE 'E'- SPECIFICATIONS AMENITIES FACILITIES  
WHICH ARE PART OF THE PROJECT**

**[PLEASE CHECK]**

A. Common Areas as are common between the Apartment Owners of a Wing:

1. Areas:

- (a) Covered paths and passages, lobbies, staircases, landings of the Wing and open paths and passages appurtenant or attributable to the Wing.
- (b) Stair head room, caretaker room and electric meter room of the Wing.
- (c) Lift machine room, chute and lift well of the Wing.
- (d) Common installations on the Common Roof.
- (e) Common staff toilet in the ground floor of the Wing.
- (f) Common Roof above the ultimate /final top floor of the Wing.

2. Water and Plumbing:

- (a) Overhead water tank, water pipes and sewerage pipes of the Wing (save those inside any Apartment).
- (b) Drains, sewerage pits and pipes within the Wing (save those inside any APARTMENT) or attributable thereto.

3. Electrical and Miscellaneous Installations:

- (a) Electrical Installations including wiring and accessories (save those inside any Apartment) for receiving electricity from Electricity Supply Agency or Generator(s)/Standby Power Source to all the Apartments in the Wing and Common Areas within or attributable to the Wing.
- (b) Lift and lift machinery of the Wing.



(c) Fire fighting equipment and accessories in the Wing.

4. Others:

Other areas and installations and/or equipment as are provided in the Wing for common use and enjoyment.

B. Common Areas as are meant for common use of all the Apartment Owners of the Said Land/Project:

1. Areas:

(a) Open and/or covered paths and passages inside the Said Land.

(b) Boundary wall around the periphery of the Said Land and decorative gates for ingress and egress to and from the Said Land.

(c) Visitors' car park.

2. Water and Plumbing:

(a) Centralized water supply system for supply of water in common to all Wings in the Said Land.

(b) Main sewer, drainage and sewerage pits and evacuation pipes for all the Wings in the Said Land.

(c) Pumps and motors for water system for all Wings and Common Areas of the Said Land.

3. Electrical and Miscellaneous Installations:

(a) Wiring and accessories for lighting of Common Areas of the Said Land.

(b) Installation relating to sub-station and common transformer for the Said Land.

(c) Generator(s)/Standby Power Source and accessories for provision of stand by power to the Common Areas of the Said Land.

(d) Common fire fighting equipment for the Said Land.

4. Community Hall with attached lawn

5. Gymnasium

6. Swimming Pool with Jacuzzi

7. Others:

Other Common Areas and installations and/or equipment as are provided or may be provided in future in the Said Land for common use and enjoyment of all Apartment Owners.

**Notes:**

1. It is however expressly made clear that the Private Garden attached and/or appurtenant to some of the Apartments shall not form part of the Common Areas under any circumstance.
2. It is further expressly made clear that the space(s) reserved for the covered or open car parking spaces allotted to some apartment owners and in respect of which "Right to Use" has been given or the space reserved or alienated to any third party shall not form part of the Common Areas under any circumstance.

**SCHEDULE F****ADDITIONAL LIABILITIES & DEPOSITS**

In addition to the Total Price, the Allottee shall also pay to the Promoter, as and when demanded by the Promoter (time being the essence of the contract), by negotiable instruments payable at Kolkata and favouring the Promoter or such name as maybe notified, the following amounts (collectively **Additional Liabilities**) together with applicable Goods and Service Tax thereon, towards:

1. **Proportionately:** Proportionate share towards providing any special amenities/facilities in the Common Areas (save and except those described in the **Schedule E**) and improved specifications of construction of the Said Apartment and/or the Said Wing over and above the specifications described in the **Schedule D (Specifications)**.
2. **Wholly:** wholly, costs, expenses and charges towards:
  - (a) **Taxes:** Goods and Service Tax or any other statutory tax, duty, cess, levy or charge, betterment fee, development charges and any other imposition levied by the State Government, Central Government or any other authority or body on the Promoter, from time to time, proportionately, if levied as a whole on the Said Land and wholly, if levied specifically on the Said Apartment Unit.
  - (b) **Electricity:** costs, expenses, deposits and charges for providing electricity meter for the Said Apartment shall be paid by the Allottee within 15 days of demand failing which meter and electricity connection shall not be provided to the Said Apartment.
  - (c) **Advance Maintenance Charge:** interest free advance, for proportionate share (**Maintenance Charge**) of the common expenses described in **Schedule J** below (**Common Expenses**) @ Rs. 4.80/- (Rupees Four Rupees Eighty Paise only) plus Goods and Service Tax per square feet per month on built-up area of the Said Apartment, for a period of 12 (twelve) months, from the Date Of Possession Notice (**Advance Maintenance**

**Charge).** The Advance Maintenance Charge shall (1) be fully adjusted by the Promoter against the Common Expenses for the said limited period of 12 (twelve) months only (2) be a fixed payment after payment of which the Allottee shall have no further obligation to pay any other amount towards Maintenance Charge for the said period of 12 (twelve) months save and except the running and operational expenses including the cost of diesel for the generators which is not included in the above mentioned Advance Maintenance Charge and will be charged proportionately and separately at actual (3) be fully appropriated by the Promoter without obligation of any accounting and (4) be handed over by the Promoter to a body of Apartment Owners of the Project, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Promoter shall handover only the proportionate balance remaining of the Advance Maintenance Charge to the Association. It is clarified that (1) the Project/said Land may be maintained through the Facility Manager, in which event all payments (other than Advance Maintenance Charge) shall be made by the Allottee to the Facility Manager, after the said period of 12 (twelve) months or earlier if the Association is formed, and (2) the supervision of maintenance of the Project/said Land shall be handed over by the Promoter to the Association, as soon as be practicable, so that the Association may deal directly with the Facility Manager.

(d) **Formation of Association:** formation of the Association charge will be Rs. 5,000/- (Rupees Five Thousand) plus Goods and Service Tax.

(e) **Legal Fees:** legal fees in respect of the Said Apartment, which shall be Rs. 25,000/- (Rupees Twenty Five Thousand only). The legal fees shall be paid to the Promoter, who shall do all accounting with the Project Advocates. The Allottee shall also pay the Goods and Service Tax in respect of the Legal Fees.

(f) **Stamp Duty and Registration Costs:** applicable stamp duty and registration fees for registration of this Agreement and the Deed of Conveyance to be executed subsequently and all other fees and charges, if any, as applicable and intimated by the Promoter together with fixed miscellaneous expenses of Rs. 10,000/- (Rupees Ten Thousand only) for each registration, which shall be paid and borne by the Allottee 15 (fifteen) days prior to the date of registration.

(g) **Maintenance Deposit:** Interest free deposit on account of Maintenance Charge (**Maintenance Deposit**) calculated @ Rs. 35/- (Rupees Thirty Five only) plus Goods and Service Tax per square feet of built-up area of the Said Apartment.

## SCHEDULE G - SAID LAND

All That plot of land measuring about 161 decimals equivalent to about 97.405 cottahs comprised in Dag Nos. 2583 (also known as 120/2583), 626 (also known as 122/626), 2584 (also known as 122/2584), 2585 (also known as 122/2585), 122, 2588, 126, 124, 123 and 2586 (also known as 123/2586) at Mouza PunjaSahapur, J. L. No. 9, Sheet No. 1, Police Station Behala, District 24 Parganas (South) together with several buildings and structures constructed thereon and being present Premises No. 52, Buroshibtala Main Road (previously Premises Nos. 49 and 52, Buroshibtala Main Road and prior thereto being portion of 1 Buroshibtala Main Road and also known as holding no. 1/71, Buroshibtala Main Road) Kolkata700 038 within Ward No. 117 of the Kolkata Municipal Corporation, delineated on the **Plan A** annexed hereto and bordered in colour **Red** thereon.

**OR HOWSOEVER OTHERWISE** the same may be butted bounded called known numbered described or distinguished.

#### **SCHEDULE H – DETAILS OF PURCHASE DEED OF THE PROMOTER**

Deed of Conveyance dated 20th June, 2013 registered at the office of the District Sub-Registrar – II, South 24 Parganas in Book No. I, CD Volume No. 14, Pages 5180 to 5235, Being No. 07370 for the year 2013

#### **SCHEDULE I– ALLOTTEE’S COVENANTS & HOUSE RULES**

1. In addition to the obligations of the Allottee mentioned elsewhere in this Agreement, the Allottee shall:
  - (a) co-operate in the management and maintenance of the Said Wing, the Said Land and the Common Areas by the Promoter/Facility Manager/Association (upon formation), as applicable.
  - (b) observe the rules, restrictions and bye-laws framed from time to time by the Promoter/Facility Manager/Association (upon formation) for the beneficial common enjoyment of the Said Wing, the Said Land and the Common Areas.
  - (c) make timely payment for electricity and other utilities consumed in or relating to the Said Apartment Unit from the Date Of Possession.
  - (d) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Wing, the Said Land and outside walls of the Said Wing save in the manner indicated by the Promoter/Facility Manager/Association (upon formation).

- (e) use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummary, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes, etc. inside the Said Apartment, at the cost of the Allottee.
- (g) ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) use the spittoons/dustbins located at various places in the Said Land.
- (i) not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Wing and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment.
- (j) not alter, modify or in any manner change the structure or any civil construction in the Said Apartment Unit, the Said Wing and/or the Said Land and in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and/or columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring or pipelines or otherwise. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Wing and/or on any external part of the Said Wing and/or the roof thereof. In the event the Promoter and/or the Association and/or the Sanctioning Authority comes to know of any change made by the Allottee then the Promoter and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the Date Of Conveyance, then also the Promoter and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- (k) Not install any type of air-conditioners (window or split) in the Said Apartment and /or any part of the Said Wing since air conditioning is being done by the Promoter in respect of the Said Apartment provided however that the Allottee shall be responsible at the Allottee's own costs for maintenance, repairs and replacement of the air conditioning equipment provided by the Promoter.

- (l) not install any collapsible gate outside of the main door/entrance of the Said Apartment.
- (m) not sub-divide the Said Apartment Unit and the Common Areas, under any circumstance.
- (n) not change/alter/modify the names of the Said Wing and the Project from that mentioned in this Agreement.
- (o) not use the Said Apartment or the Common Areas or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (p) not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (q) not obstruct the Promoter/Facility Manager/Association (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Wing/Project/Said Land and/or selling or granting rights to any person on any part of the Said Wing/Project/Said Land.
- (r) not obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Parking Space, if any.
- (s) not violate any of the rules and/or regulations laid down by the Promoter/Facility Manager/Association (upon formation) for the use of the Common Areas.
- (t) not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (u) not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Parking Space, if any, the Said Wing, the Common Areas and the Said Land, including but not limited to acts of vandalism, putting up posters and graffiti etc.
- (v) not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment, the Parking Space, if any, the Common Areas, the Said Wing and/or the Said Land.
- (w) not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the Said Apartment/Said Wing save at the place or places provided therefor provided that this shall not prevent the Allottee from

- displaying a standardized name plate outside the main door of the Said Apartment.
- (x) not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
  - (y) not install or keep or run any generator in the Said Apartment and the Parking Space, if any.
  - (z) not misuse or permit to be misused the water supply to the Said Apartment.
  - (aa) not damage the Common Areas in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
  - (ab) not hang or cause to be hung clothes from the balconies of the Said Apartment.
  - (ac) not smoke in public places of the Said Land and the Allottee and the Allottee's guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.
  - (ad) not pluck flowers or stems from the gardens.
  - (ae) not throw or allow to be thrown litter in the Common Areas of the Said Wing/Said Land.
  - (af) not trespass or allow trespass over lawns and green plants within the Said Land.
  - (ag) not overload the passenger lifts and move goods only through the staircase of the Said Wing.
  - (ah) not use the lifts in case of fire.
  - (ai) not cover the Common Areas, fire exits and balconies/terraces (if any) of the Said Apartment.
  - (aj) make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter, the Facility Manager and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.
- 2 If the Allottee lets out or transfers the Said Apartment Unit, the Allottee shall immediately notify the Promoter/Facility Manager/Association (upon formation) of the tenant's/transferee's address and telephone number.
  3. The Allottee shall not have any right, title, interest, claim or entitlement whatsoever over or in respect of the Said Land/Said Wing save and except the

said Apartment Unit and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Said Land/Said Wing.

4. The user right of the ultimate top roof of any Wing shall remain common to all Apartment Owners of the Said Wing (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in such Common Roof. The Promoter shall always have the right of further construction on the entirety of the top roof and the Allottee specifically agrees not to do any act that prevents or hinders such construction. After such construction on the top roof, the roof above such construction shall become the Common Roof for common use of all Apartment Owners of the Said Wing. The Promoter is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to such top/ultimate roof upon further construction and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions.
5. In the event of the Promoter being made liable for payment of any tax (excepting Income Tax), fee, duty, levy, surcharge, cess, imposition or any other liability or any enhancement thereof under any statute or law for the time being in force or introduced/imposed in future (such as Goods and Service Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) (whether payable to the concerned authority by the Promoter or the Allottee) or if the Promoter is advised by its consultant that the Promoter is liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Promoter having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Allottee shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Promoter indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Promoter shall not be liable for the same or any portion thereof under any circumstances whatsoever and it is expressly agreed that the same shall be the liability of the Allottee and the Promoter shall be entitled to collect/recover the same from the Allottee. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Promoter's consultant shall be paid by the Allottee at or before the Date of Possession.
6. The Allottee shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Apartment Owners (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations irrespective of non-compliance by any other Apartment Owner.
7. The Allottee shall be responsible for and shall keep the Promoter and the Facility Manager / Association indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the said Wing / Project / said Land or to any person due to any negligence



- or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Promoter and the Facility Manager / Association indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter and the Facility Manager / Association as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.
8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Promoter is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax , Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Apartment contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.
  9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.
  10. The Promoter shall have first charge and/or lien over the said Apartment Unit for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment Unit is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall be extinguished in favour of the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or the financial institution.

#### **SCHEDULE J- COMMON EXPENSES**

1. **Maintenance:** All costs and expenses of maintaining, operating, painting, decorating, white-washing, repairing, replacing, redecorating, rebuilding, re-constructing, lighting and renovating the Common Areas including all exterior and interior walls (but not inside any Apartment) and in particular the Common Roof to the extent of leakage to the upper floors.
2. **Operational:** All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment and installations comprised in the Common Areas including transformer, generator, lift, water pump changeover switches, light, and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and also the costs of repairing, renovating and replacing the same.

3. **Staff:** The salaries and all other expenses of the staff to be employed for the common purposes viz. manager, caretaker, security personnel, clerks, liftmen, sweepers, plumbers, electricians etc. and other maintenance persons including their bonus and other emoluments and benefits.
4. **Taxes & Levies:** Rates & Taxes and levies, surcharge, cess and all other outgoings for the Common Areas or for the Said Land **save** the taxes determined and payable by the Apartment Owners for their respective Apartments upon separate assessment.
5. **Association:** Establishment and all other expenses of the Association or any agency looking after the Common Areas.
6. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses if thought fit by the Association (upon formation).
7. **Facilities:** All charges, deposits, costs and expenses incurred for the supply, installation, maintenance, upkeep and running of the facilities as more fully described in the **Schedule E** above.
8. **Insurance:** All premiums and payments in respect of taking out insurance policy covering the Said Land, periodically.
9. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment and for the Common Areas and common purposes.
10. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
11. **Others:** All other expenses and/or outgoings as may be determined by the Promoter/Facility Manager/Association (upon formation) for the common purposes.

#### **SCHEDULE K - RIGHTS OF THE FACILITY MANAGER/ASSOCIATION**

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) Subject to the provisions of Clause 2 (c) of Schedule F above, the Allottee shall pay Maintenance Charge on the basis of the bills to be raised by the Promoter/ Facility Manager/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that **(1)** the Allottee shall not claim any deduction or abatement in the bills relating to Maintenance Charge and **(2)** the Maintenance Charge shall be subject to variation from time to time, at the sole

discretion of the Promoter/ Facility Manager/ Association (upon formation). The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Facility Manager/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Facility Manager/Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services, facilities and utilities shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas including water supply, electricity, user of lift etc.

### Execution and Delivery

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)

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
(2) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
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At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

(1) Signature _____ Name _____ Address _____
(2) Signature _____ Name _____ Address _____

