

## **AGREEMENT FOR SALE**

**This Agreement for Sale (“Agreement”)** made at \_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_, **2019** by and between:

**EXCEL NIRMAN PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 with CIN U45400WB2007PTC117308, having its registered office at 54 E/1 Matheswartolla Road, Kolkata – 700 046, having PAN No. AABCE8190R, represented by **MR. RAJENDRA KUMAR VIDHAWAN** (Aadhar No. \_\_\_\_), son of Late Pishouri Lal Vidhawan, by faith – Hindu, by occupation – Business, by nationality – Indian, working for gain at 54 E/1 Matheswartolla Road, Kolkata – 700 046, having personal PAN No. ABKPV4571C, as authorised signatory, duly authorised *vide* resolution dated \_\_\_\_ (hereinafter referred to as the “**Promoter**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **FIRST PART**;

**AND**

**SALARPURIA SATTVA REALTY LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 5, Chittaranjan Avenue, 1st floor, P.S. Bowbazar, Kolkata – 700 072, having PAN No. ACPFS9046R, represented by MR. HARSH VARDHAN SONTHALIA (Aadhar No. XXXX-XXXX-XXXX), son of Mr. Ajay Kumar Sonthalia, by faith – Hindu, by occupation – Service, by nationality – Indian, working for gain at 5, C. R. Avenue, Kolkata, Pin – 700 072, having personal PAN No. \_\_\_\_\_, as authorised signatory, duly authorised vide resolution dated \_\_\_\_\_ (hereinafter referred to as the “**Developer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **SECOND PART**;

**AND**

**MR./MS. [•]** (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], \*through his/her duly constituted power of attorney holder/guardian [•]

**AND**

**\*\*MR./MS. [•]** (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], \*through his/her duly constituted power of attorney holder/guardian [•] (hereinafter singly/ jointly referred to as the “**Allottee**”, which expression shall, unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

*(\*strike off if not applicable)*

*(\*\*to be filled up in case of joint allottees)*

**OR**

[•], a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013]\*, with its registered office at [•] and having PAN No. [•] and CIN No. [•], represented herein by Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], by nationality - Indian, aged [•] years, having PAN No. [•], duly authorised 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 **THIRD PART**.

*(\* strike off the description which is not applicable)*

**OR**

[•], a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]\*, having its principal place of business at [•] and having PAN No. [•], represented herein by its authorised partner Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], Indian, aged [•] years, having PAN No. [•],

duly authorised *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, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

(\* *strike off the description which is not applicable*)

**OR**

**MR. [•]** (Aadhar No. [•]), son of Mr. [•], Indian, aged [•] years, having PAN No. [•], for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business/ residence at [•] and having PAN No. [•] (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Promoter, Developer and the Allottee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- I. One Mr. Hazi Mohammad Siddiqui Khan was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to an area admeasuring more or less nine (9) bighas of land comprised in C.S. Plot No. 230, 231, 1301, 1302 and 1303, Mouza Tangra, Touzi No. 1298/2833 Division IV, Sub-division “L”, Holding no. 129 Dihi Panchannagram, C.S. Khaitan No. 409, R.S. Khaitan No. 764, R.S. Dag No. 230, P.S. Tiljala (now known as Pragati Maidan) in the district of 24 Parganas South (“**Entire Land**”);
- II. Upon the intestate death of Mr. Hazi Mohammad Siddiqui Khan, the Entire Land was divided amongst his five (5) sons namely, (1) Mr. Md. M.H. Khan, (2) Mr. Md. Shafique Khan, (3) Mr. Rafique Khan, (4) Mr. Hafiz Khan and (5) Mr. Faruque Khan, as recorded in a deed of partition dated November 29, 1968, registered at the office of the Sub-Registrar, Alipore in Book No. I, Volume No. 126, pages 227 to 229, being no. 6976 for the year 1968;
- III. By a registered deed of conveyance dated March 5, 1985, Mr. Shafique Khan sold an area comprised in the Entire Land in Dag No. 230 and 231 admeasuring approximately one (1) bigha, 10 (ten) cottahs and eight (8) chittacks (hereinafter referred to as the “**Part One Property**” which has been more fully and particularly described in the **First Schedule** written hereunder) in favour of Mr. Nagindra Ram, registered at the office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 49, Pages 134 to 145, being No. 2934 for the year 1985. The said Part One Property was conveyed in favour of the Promoter herein by a deed of conveyance dated December 12, 2008, registered with the office of the District Sub-Registrar-III, Alipore, in Book No. I, Volume No. 13, Pages 4694 to 4714, being No. 06671 for the year 2008;

- IV. Further, by another deed of conveyance dated April 10, 1985, Mr. Md. M.H. Khan sold an area comprised in the Entire Land in Dag No. 230 and 231 admeasuring approximately one (1) bigha, 13 (thirteen) cottahs and 11 (eleven) chittacks ("**Part Two Property**") which has been more fully and particularly described in the **First Schedule** written hereunder) in favour of Mr. Nagindra Ram, registered at the office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 80, Pages 335 to 346, being No. 4735 for the year 1985. The said Part Two Property was conveyed in favour of the Promoter herein by a deed of conveyance dated December 12, 2008, registered with the office of the District Sub-Registrar-III, Alipore, in Book No. I, Volume No. 13, Pages 4715 to 4735, being No. 06672 for the year 2008;
- V. The said Part One Property has since been numbered as Municipal Premises no. 43, Matheswartolla Road, P.S. Pragati Maidan, Kolkata – 700 046, and the said Part Two Property has since been numbered as Municipal Premises no. 44, Matheswartolla Road, P.S. Pragati Maidan, Kolkata – 700 046;
- VI. Subsequently, by an indenture of conveyance dated November 25, 2011, registered with the office of the Additional District Sub-Registrar, Sealdah, in Book No. I, CD Volume No. 8, Pages 9874 to 9894, being No. 3840 for the year 2011, a parcel of land admeasuring approximately one (1) bigha, 14.5 (fourteen decimal five) cottahs, situated at Municipal Premises no. 129, Matheswartolla Road, Kolkata – 700 046 (hereinafter referred to as the "**Part Three Property**") was conveyed in favour of the Promoter by (1) Ms. Lily Chaudhuri, (2) Mr. Prabir Choudhury, (3) Mr. Prasanta Chaudhuri and (4) Ms. Minati Kar, with the consent and concurrence of Mr. Md. Rafique Khan and Mr. Md. Siddique Khan;
- VII. The Developer and the Promoter entered into a development agreement dated August 26, 2014, registered with the District Sub-Registrar-III South 24 Parganas in Book No. I, CD Volume No. 16, Pages 5100 to 5143, being No. 06820 for the year 2014, in relation to the development of the Part One Property, Part Two Property and Part Three Property (the "**Development Agreement**");
- VIII. The Development Agreement was modified by a deed of declaration and modification dated May 23, 2017, registered with the District Sub-Registrar-III South 24 Parganas in Book No. I, Volume No. 1603-2017, Pages 59605 to 59624, being No. 160302213 for the year 2017, wherein it was agreed by the parties thereto that the Part Three Property would be excluded from the purview of the Development Agreement and consequently development of only the Part One Property and Part Two Property would be undertaken;
- IX. Subsequently, the said the Part One Property and the said Part Two Property i.e. Municipal Premises no. 43 and 44, Matheswartolla Road, respectively, were amalgamated and renumbered as Municipal Premises no. 44, Matheswartolla Road, comprising an area of land admeasuring approximately three (3) bighas four (4) cottahs and three (3) chittacks (hereinafter referred to as the "**Said Land**") which has

been more fully and particularly described in the **First Schedule** written hereunder and delineated and demarcated in Annexure – A hereto);

- X. The Said Land has been earmarked for the purpose of building therein a residential project, comprising multi-storeyed apartment buildings (Two Towers of ground plus ten storeyed each) and the said project shall be known as “**AMARANA RESIDENCES**” (hereinafter referred to as the “**Project**”);
- XI. In terms of the Development Agreement and other documents executed between the Promoter and the Developer, 40% (forty percent) of saleable area in the Project, including any open spaces and terrace area forming an integral part of any flat, together with the undivided proportionate share in all common parts, portions, areas, facilities and amenities comprised in the Project, and together with the undivided proportionate share in the land underneath the said building appurtenant thereto, has been allocated to the Promoter (hereinafter referred to as the “**Promoter’s Allocation**”), and as such the Promoter is entitled to allot and transfer Unit(s) comprised within the Promoter’s Allocation;
- XII. The Promoter and the Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter and the Developer regarding the Said Land, on which the Project is to be constructed, have been completed;
- XIII. The Promoter and the Developer have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Apartment from the Kolkata Municipal Corporation. The Promoter and the Developer agree and undertake that they shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other Applicable Laws;
- XIV. The Kolkata Municipal Corporation has *vide* Building Permit No. 2018070004 dated 11<sup>th</sup> April, 2018, granted the sanction for development of the said Project;
- XV. The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority on 25/09/2018 under registration no. HIRA/P/KOL/2018/000014. The Promoter has also obtained registration with the West Bengal Housing Industry Regulatory Authority on [•] under registration no. [•];
- XVI. The Allottee had applied for an apartment in the Project *vide* application No. [•] dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_, built up area of \_\_\_\_\_ and Super Built Up Area of \_\_\_\_\_, type \_\_\_\_\_, on \_\_\_\_\_ floor in tower \_\_\_\_\_ (“**Building**”), along with \_\_\_\_\_ parking space as permissible under Applicable Law and a *pro rata* share in the Common Areas (hereinafter collectively referred to as the “**Apartment**” and as more fully and particularly described in the **Second Schedule**

written hereunder, with the floor plan of the apartment annexed hereto as Annexure – B);

- XVII. On or before execution of this Agreement, the Allottee has examined or caused to be examined the following and the Allottee has fully satisfied himself/itself as to:
- (a) the floor plan, area and other dimensions and specifications of the Apartment;
  - (b) the layout plan and sanctioned plan of the Project and the Building;
  - (c) the workmanship and materials used in construction of the Project;
  - (d) the amenities, facilities and Common Areas of the Project; and
  - (e) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement is being executed with regard to the Apartment;
- and the Allottee has further agreed, represented and undertaken not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;
- XVIII. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein;
- XIX. 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;
- XX. 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; and
- XXI. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in Recital XVI above.

**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. DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

**1.1 Definitions**

In addition to terms separately defined in this Agreement the following terms, words and expressions shall, unless the context otherwise requires, have the respective meanings assigned to them herein:

“**Act**” shall mean the West Bengal Housing Industry Regulation Act, 2017;

**“Agreement”** shall mean this agreement for sale including any schedules and annexures attached hereto or incorporated herein by reference;

**“Apartment”** shall have the meaning ascribed to such term in Recital XVI of this Agreement and which is more fully and particularly described in the **Second Schedule** written hereunder and delineated and demarcated in Annexure – B hereto;

**“Applicable Laws”** shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Project;

**“Association”** shall have the meaning ascribed to such term in Clause 9.1 of this Agreement;

**“Booking Amount”** have the meaning ascribed to such term in Clause 3.7 of this Agreement;

**“Building”** shall have the meaning ascribed to such term in Recital XVI of this Agreement;

**“Carpet Area”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;

**“Claim”** shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

**“Club”** shall have the meaning ascribed to such term in Clause 10.1 of this Agreement;

**“Co-Buyers” or “Co-Occupiers”** shall mean person or persons, who has/have purchased and/or is owning or occupying a residential or a commercial unit or a parcel of land, as the case may be, in the Project and shall include personnel of the Promoter, Developer or the Association or any of their respective sub-contractors, who are residing within premises of the Project;

**“Common Areas”** shall mean the common areas (as defined under Applicable Laws) of the Project, which are more fully and particularly described in the **Third Schedule** hereunder written;

**“Common Charges and Expenses”** shall mean the costs, expenses and charges related to maintenance, management, upkeep of the Common Areas, including but not limited to the charges and expenses listed out in the **Fourth Schedule** written

hereunder and which would have to be shared proportionately between the Co-Buyers/Co-Occupiers of the Project;

**“Corpus Deposit”** shall have the meaning ascribed to such term in Clause 9.5 of this Agreement;

**“Deposits and Charges”** shall mean and include advance maintenance charges for a period of one (1) year from the Possession Date, deposits for obtaining electricity connections and such other deposits and charges as may be notified by the Promoter to the Allottee from time to time;

**“Development Agreement”** shall have the meaning ascribed to such term in Recital VII of this Agreement;

**“FEMA”** shall mean the Foreign Exchange Management Act, 1999;

**“Force Majeure”** shall have the meaning ascribed to such term in Clause 6.1.1 of this Agreement;

**“Handover Date”** shall have the meaning ascribed to such term in Clause 9.4 of this Agreement;

**“Indemnified Parties”** shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

**“Indemnifying Party”** shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

**“Losses”** shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

**“Outgoings”** shall have the meaning ascribed to such term in Clause 12.1.7 of this Agreement;

**“Payment Plan”** shall have the meaning ascribed to such term in Clause 3.5 of this Agreement;

**“Possession Date”** shall have the meaning ascribed to such term in Clause 6.2.2 of this Agreement;

**“Project”** shall have the meaning ascribed to such term in Recital X of this Agreement;

**“Rules”** shall mean the West Bengal Housing Industry Regulation Rules, 2018;

**“Said Land”** shall have the meaning ascribed to such term in Recital IX of this



Agreement and which is more fully and particularly described in the **First Schedule** written hereunder and delineated and demarcated in Annexure – A hereto;

“**Schedule**” shall mean a schedule of this Agreement;

“**Super Built Up Area**” shall mean the total constructed space in a particular Unit together with the proportionate share in the common parts, portions and areas of the Project, as may be determined by the Developer’s architect;

“**Total Price**” shall have the meaning ascribed to such term in Clause 3.1 of this Agreement; and

“**Unit(s)**” shall mean individual saleable/transferable unit capable of separate independent use and occupation and which are part of the Project constructed and developed on the Said Land.

## 1.2 **Principles of Interpretation**

In this Agreement, unless the context otherwise requires:

- 1.2.1 headings are not to be considered as part of this Agreement and they have been solely inserted for convenience and reference purposes and shall not affect the construction/interpretation of this Agreement;
- 1.2.2 words importing the singular include the plural and *vice versa*, and word importing a gender include each of the masculine, feminine and neutral gender;
- 1.2.3 reference to any enactment, whether general or specific, shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, permissions or directions at any time issued under it;
- 1.2.4 in the event of any inconsistency between the clauses of this Agreement and the schedules hereto, the clauses of this Agreement shall prevail;
- 1.2.5 a reference to any agreement or document, is a reference to that agreement or document and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, renewed or extended, from time to time, in accordance with the terms thereof;
- 1.2.6 the word “*person*” shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organization or other similar organization or any other entity and wherever relevant shall include their respective successors and assigns and in case of an individual shall

include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being; and

- 1.2.7 the term “or” shall not be exclusive, the terms “herein”, “hereof”, “hereto” and “hereunder” and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear and the terms “including” and “include” shall be construed without limitation.

## 2. SALE OF APARTMENT

- 2.1 In consideration hereinafter appearing and subject to the terms, conditions and covenants as set forth herein, the Promoter hereby agrees to sell to the Allottee and the Allottee has agreed to purchase from the Promoter the Apartment as specified in Recital XVI hereinabove, subject to the payment in perpetuity of the proportionate share of the Common Charges and Expenses including but not limited to the common charges and expenses mentioned in the **Fourth Schedule**, and all other Outgoings now chargeable upon or which become payable hereafter, in respect of or in connection with the said Apartment wholly and the Common Areas proportionately, to the Promoter, the Developer or the Association, as the case may be.

## 3. TOTAL PRICE

- 3.1 The total price for the Apartment is INR \_\_\_\_\_ (**Rupees \_\_\_\_\_ only**) (“**Total Price**”). The Total Price has been arrived at in the following manner:

Sl. No.	Description	Price
1.	Tower No. Type - Floor - Price for carpet area of the unit @ Rs. ____/- per sq. ft.	RS. _____
2.	Exclusive Balcony appurtenant to the said Apartment	RS. _____
3.	Height Escalation Charges & PLC Charges	RS. _____
4.	Parking -	RS. _____
5.	Proportionate price of Common Areas	RS. _____
6.	GST on above	RS. _____
7.	<u>Other Charges:</u> (i) Club Development Charges (ii) Transformer & Main Meter Charges (iii) Generator Charges	RS. _____ RS. _____ RS. _____

<b>GST on Other charges</b>	<b>RS. _____</b>
<b>Total Price (in INR)</b>	<b>RS. _____</b>

<b>8.</b>	<b>The other charges and deposits payable :</b>	
	<b>Deposits &amp; Charges:</b>	<b>RS. _____</b>
	(i) <b>Maintenance In advance (1 year)</b>	<b>RS. _____</b>
	(ii) <b>Legal Charges</b>	<b>RS. _____</b>
	(iii) <b>Formation of Association</b>	<b>RS. _____</b>
	(iv) <b>Sinking Fund</b>	<b>RS. _____</b>
	(v) <b>Municipal Tax Deposit</b>	
	<b>GST on above</b>	<b>RS. _____</b>
	<b>Grand Total</b>	<b>RS. _____</b>

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of goods and service tax and cess or any other similar taxes which may be levied, in connection with the construction of the Project, payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association, as the case may be, after obtaining the completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project, as per registration with the competent authority, which shall include the extension of registration, if any, granted to the said Project by the competent authority, as per the Act (if applicable), the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make the 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.

3.2 It is hereby clarified that stamp duty, registration fee and mutation charges shall not be included in the Total Price and the same shall be paid by the Allottee as per actuals. Further, in addition to the Total Price, the Allottee shall also be liable to pay

to the Promoter, all the Deposits and Charges, in such manner and within such time periods as may be notified by the Promoter from time to time.

- 3.3 Save as provided in this Agreement, the Total Price is escalation-free, except escalations/increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs or levies imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the competent authority, which shall include the extension of registration, if any, granted to the said Project by the competent authority, as per the Act (if applicable), the same shall not be charged from the Allottee.
- 3.4 The computation of Total Price includes recovery of price of land, construction of not only the Apartment, but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges (as specified in Clause 9.3), etc. till the Possession Date and includes the cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project, save and except those covered under the Deposits and Charges.
- 3.5 The Allottee shall make the payment as per the payment plan set out in the **Sixth Schedule** hereunder written ("**Payment Plan**").
- 3.6 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 8 % (Eight percent) 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 the Allottee by the Promoter unless agreed upon by the Allottee.
- 3.7 The Allottee has paid a sum of INR Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ Only**) as the booking amount ("**Booking Amount**") being part payment towards the Total Price of the Apartment, the receipt of which is acknowledged by the Promoter in the memo of consideration hereunder written. The Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan, and other Deposits and Charges as may be demanded by the Promoter within the time and in the manner specified therein. In the event that, the Allottee delays in making payment towards any amount which is payable hereunder, he/she/it shall be liable

to pay interest at the rate prescribed in Rule 18 of the Rules. Provided that, if any charges, fees or taxes required to be paid by the Allottee in relation to the Apartment remains unpaid on the due date for such payment, such fees, charges, taxes shall be treated as unpaid purchase price of the Apartment and the Promoter shall be entitled to take action for the recovery of such fees, charges and taxes.

- 3.8 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her/its name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her/its payments in any manner.
- 3.9 Subject to the terms of the Agreement and abidance of the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of ' \_\_\_\_\_ ' payable at **Kolkata**.
- 3.10 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in FEMA, the Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other Applicable Laws, including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.11 The Promoter accepts no responsibility with regard to matters specified in Clause 3.10 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Applicable Laws.
- 3.12 The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the said Apartment in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only. Further, the Allottee shall continue to remain responsible for its obligations under the Agreement, including but not limited to its payment obligations, despite of a third party making payment/ remittances on behalf of the Allottee.

#### 4. **TIME IS ESSENCE**

- 4.1 Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project, as disclosed at the time of registration of the Project with the competent authority under the Act and towards handing over the Apartment to the Allottee and the Common Areas to the Association, as the case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her/it and meet the other obligations under the Agreement, subject to the simultaneous completion of construction of the Project as provided in the Payment Plan.

#### 5. **CONSTRUCTION OF THE APARTMENT**

- 5.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan and the specifications, amenities and facilities, annexed to this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Project shall be developed in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, floor area ratio and density norms and provisions prescribed by Applicable Laws in the State of West Bengal, and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 5.2 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 the **Seventh Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter and/or the Developer 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 or as may be required by competent authorities or due to change in law.

- 5.3 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building has been completed and the completion certificate has been granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within 45 (forty five) days with annual interest at the rate prescribed in

Rule 18 of the Rules, from the date when such an excess amount was paid by the Allottee, after deduction of such other tax/levy as may be applicable. If there is any increase in the Carpet Area, which is not more than 3% (three percent) of the Carpet Area of the Apartment, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the **Sixth Schedule** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as specified in Clause 3.1 above.

- 5.4 It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 5.5 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.
- 5.6 The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter is in compliance of various laws/regulations as applicable in the State of West Bengal.

## 6. **POSSESSION**

### 6.1 **Possession Date**

- 6.1.1 The Promoter assures to hand over possession of the Apartment to the Allottee, along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place in March 2022, unless (a) 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 Project ("**Force Majeure**") or (b) such handover of possession is delayed on account of any notice, order, rule, notification of the government and/or other public or competent authority/ court. Except for occurrence of the events specified in (a) or (b) above, if the Promoter fails to complete or is unable to give possession of the Apartment to the Allottee on the date specified in this Clause 6.1.1, then the Promoter shall be in default under Clause 13.1 below and the consequences stated therein shall ensue.

6.1.2 If the completion of the Project is delayed due to either (a) or (b) as provided in Clause 6.1.1 above, then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment, provided that such conditions/circumstances 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 Project to be implemented due to either (a) or (b) above, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty five) days from the date of termination without any interest or compensation and after deduction of such other tax/levy as may be applicable at such time. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she/ it shall not have any rights, claims, etc. against the Promoter or/and the Developer and that the Promoter and the Developer shall be released and discharged from all their respective obligations and liabilities under this Agreement.

## 6.2 Procedure for Taking Possession

- 6.2.1 The Promoter, upon the completion certificate or the occupancy certificate, as the case may be, being obtained from the competent authority and upon receiving all payments from the Allottee as per this Agreement, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement, such possession to be taken by the Allottee within two (2) months from the date of issue of the completion certificate or the occupancy certificate, as the case may be. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.
- 6.2.2 The Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy (hereinafter referred to as the "**Possession Date**"). The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter, Developer or Association, as the case may be after the issuance of the completion certificate for the Project, in accordance with the provisions of this Agreement. The Promoter shall also hand over the occupancy certificate of the Apartment, if any, to the Allottee at the time of conveyance of the same.
- 6.2.3 It is further clarified that physical possession of the Apartment shall be withheld till all dues are cleared by the Allottee in respect of the Apartment, at the cost of the Allottee.



6.2.4 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage, loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

### 6.3 **Failure of Allottee to take Possession**

6.3.1 Upon receiving a written intimation from the Promoter as per Clause 6.2 above and subject to all outstanding amounts being paid by the Allottee, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and as may be required, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession on the Possession Date, the Allottee shall continue to be liable to pay the maintenance charges as specified in this Agreement and the rates and taxes that may be attributable to the said Apartment.

### 6.4 **Cancellation by Allottee**

6.4.1 The Allottee shall have the right to cancel/ withdraw his/ her/ its allotment in the Project as provided in the Act. Provided that, where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount and the interest liabilities, together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.

6.4.2 Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee

will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

## **6.5 Compensation**

6.5.1 The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

## **7. CONVEYANCE**

7.1 The Promoter, on receipt of Total Price of the Apartment as per Clause 3.1 of the Agreement, together with interest (if any), the Deposits and Charges and all other dues and deposits etc., from the Allottee, shall execute a conveyance deed and convey the title of the Apartment, together with proportionate indivisible share in the Common Areas, within three (3) months from the date of issue of the completion certificate, to the Allottee. The Allottee will be required to pay the entire stamp duty, registration charges and other taxes and charges as may be levied by the government or other authority from time to time and as applicable at the time of registration, as well as other related charges, as may be determined by the Promoter, in addition to all prior deposits /payments made by the Allottee(s). Such amount shall be deposited by the Allottee(s) within the period to be specified by the Promoter. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses, etc. so demanded within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

## **8. DEFECT LIABILITY**

8.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to the Apartment, is brought to the notice of the Promoter by the Allottee, within a period of five (5) years, from the date of expiry of two (2) months from receipt by the Promoter, of the completion certificate or the occupancy certificate, as the case may be, the Promoter shall be responsible to rectify such defects in the manner specified under Applicable Laws. Provided that, the Promoter and/or the Developer shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee or any authority or third party over whom the Promoter or the Developer has no control or any defect or deficiency which is not attributable to the Promoter or the Developer. Provided

further that, the Promoter and/or the Developer shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

8.2 Notwithstanding anything stated hereinabove, the Promoter and/or the Developer shall not be liable for defects pertaining to the following:

8.2.1 Equipment (including but not limited to, lifts, generators, motors, sewerage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period;

8.2.2 Fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear;

8.2.3 Allowable structural and other deformations including expansion quotient; and

8.2.4 Works such as painting, which are subject to wear and tear.

## 9. **FORMATION OF ASSOCIATION**

9.1 The respective apartment owners shall be called upon to form an association ("**Association**") in accordance with Applicable Laws, and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter and/or the Developer to take all necessary steps in this connection on his/ her/ their/ its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

9.2 Each Unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Unit and irrespective of the same person owning more than one (1) Unit. Further, in the event a Unit is owned by more than one (1) person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.

9.3 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association upon

the issuance of the completion certificate or the occupancy certificate, as the case may be, of the Project as provided in this Agreement. The cost of such maintenance has been included in the Total Price of the Apartment.

- 9.4 Upon formation of the Association, the Promoter and the Developer shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the “**Handover Date**”). On and from the Handover Date, the Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc. to various authorities under Applicable Laws, as may from time to time have been procured/ obtained/ entered into by the Promoter and/or the Developer and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter and/or the Developer, and the Promoter and the Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Developer and the Promoter fully safe, harmless and indemnified in respect thereof.
- 9.5 The Allottee agrees and undertakes to deposit INR \_\_\_\_\_ (**Rupees** \_\_\_\_\_ **only**) as a non-interest bearing security deposit with the Promoter, which deposit shall be pooled into a corpus deposit (“**Corpus Deposit**”). The Allottee further agrees and acknowledges that such Corpus Deposit shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Buyers of the Project to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the several Co-Buyers of the Project *inter alia* as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Promoter and/or the Developer shall not be held liable, in any manner whatsoever, for any shortfall in the Corpus Deposit due to the above adjustments or otherwise after the handover of the Corpus Deposit by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter and the Developer indemnified for the same.
- 9.6 In case of failure of the Allottee to pay the Common Charges and Expenses on or before the due date, the Allottee authorises the Promoter, the Developer or the Association, as the case may be, to adjust such outstanding amounts from the Corpus Deposit. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter, the Developer or the Association, as the case may be, on account of making such adjustments and/or on account of the Promoter and the Developer transferring/handing over the Corpus Deposit to the Association. On any such adjustments being made from the Corpus Deposit, the Allottee hereby

undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Association with respect thereto.

- 9.7 The Promoter, the Developer and/or the Association, as the case may be, shall be entitled to invest the Corpus Deposit in such securities and in such manner as the Promoter, the Developer and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project and such payment towards the Corpus Deposit shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- 9.8 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter, the Developer or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed by and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- 9.9 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project.
- 9.10 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter, the Developer or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/authorities or other entities, each as may be determined by the Promoter, the Developer or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter, the Developer or the Association, as the case may be.
- 9.11 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter, the Developer or the Association is not paid within 2 (two) months from the date of the notice, the Promoter, the Developer or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

## 10. CLUB FACILITIES

- 10.1 The Allottee shall be entitled to the facilities of a club within the Project (“Club”) along with the Co-Buyers and Co-Occupiers of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.
- 10.2 It is expressly made clear that the membership of the Allottee to the Club shall cease upon the Allottee transferring the Apartment in favour of a third party. It is hereby

clarified that the Club membership is not transferable and can only be used by the Allottee and his /her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Apartment to be entitled to use the facilities of the Club on the basis of being in possession of the Apartment alone.

- 10.3 The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Developer or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.
- 10.4 On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Developer or the Association, as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/their unfettered consent to the same.

## **11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

- 11.1 The Promoter hereby represents and warrants to the Allottee as follows:
- 11.1.1 the Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights for development upon the Said Land and has the absolute, actual, physical and legal possession of the Said Land for the Project;
  - 11.1.2 the Promoter has lawful rights and requisite approvals from the competent authorities for development of the Project;
  - 11.1.3 there are no encumbrances upon the Said Land or the Project;
  - 11.1.4 there are no litigations pending before any court of law or competent authority with respect to the Said Land, Project or the Apartment.
  - 11.1.5 all approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Said Land, Building, Apartment and Common Areas;

- 11.1.6 the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
  - 11.1.7 the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
  - 11.1.8 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;
  - 11.1.9 at the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association;
  - 11.1.10 the Said Land 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 Land;
  - 11.1.11 the Promoter has duly paid and shall continue to pay and discharge all undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable by the Promoter with respect to the said Project to the competent authorities till the completion certificate or the occupancy certificate, as the case may be, has been issued and possession of Apartment, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association, respectively; and
  - 11.1.12 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 Land) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.
- 11.2 The Promoter's representations and warranties are qualified and limited by any information:
- 11.2.1 disclosed to the Allottee by the Promoter or its representatives; and/or
  - 11.2.2 which is otherwise within the knowledge of the Allottee.

11.3 Subject to any Applicable Law to the contrary and except as provided in Clause 11.1 above, all terms, conditions, representations, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise, are excluded.

## 12. COVENANTS & RIGHTS OF THE ALLOTTEE

12.1 The Allottee, with intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants and agrees with the Developer and the Promoter as follows:

12.1.1 that the Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein, including but not limited to those mentioned in the **Fifth Schedule** hereunder written;

12.1.2 that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;

12.1.3 that the Allottee's right at all times shall be limited to the Apartment;

12.1.4 that, on and from the Possession Date, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promoter, the Developer or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter, the Developer or the Association, as the case may be, failing which the Promoter, the Developer or the Association, as the case may be, shall be entitled to take such action as it may deem fit;

12.1.5 that the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be decided by the Promoter, the Developer or the Association, as the case be, from time to time in this regard;

12.1.6 that the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promoter, the Developer or the Association, as the case maybe, and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Promoter, the Developer or the Association, as the case maybe, from time to time;

12.1.7 that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as



“Outgoings”) related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/ her/ its proportionate Outgoings attributable to the Apartment to the Promoter, the Developer or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter, the Developer or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;

- 12.1.8 that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Developer and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Developer and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 12.1.9 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter, the Developer or the Association;
- 12.1.10 that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-Buyers in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project;
- 12.1.11 that the Allottee shall grant and shall ensure that the Association shall grant to the Promoter, the Developer and the Co-Buyers and/or Co-Occupiers of the Project and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- 12.1.12 that the Allottee shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the garage or parking space only for the purpose of keeping or parking vehicles;
- 12.1.13 that the Allottee agrees that the Promoter, Developer and the Association, shall have the right of unrestricted access to all Common Areas, garages/covered parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project, and the Allottee agrees to permit the Promoter, Developer and the Association to enter into the Apartment or any part thereof, after

due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect; and

- 12.1.14 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.
- 12.2 The Parties hereby expressly agree that this Agreement is being executed by the Developer and the Promoter on the understanding that the aforementioned covenants shall be strictly adhered to and performed by the Allottee. The Allottee further agrees, confirms, declares and undertakes that considering the size and scale of the Project, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and rights of all the Co-Buyers and/or Co-Occupiers of the Project.
- 12.3 Subject to the provisions of Clauses 13.3 and 13.4 below, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
  - 12.3.1 the Allottee shall have exclusive ownership of the Apartment;
  - 12.3.2 the Allottee shall also have undivided proportionate share in the Common Areas. Since the share /interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Co-Buyers and/or Co-Occupiers of the Project, maintenance staff, etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter and the Developer shall hand over the Common Areas to the Association after duly obtaining the completion certificate or the occupancy certificate, as the case may be, from the competent authority as per Applicable Laws; and
  - 12.3.3 the Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment.

### **13. EVENTS OF DEFAULTS AND CONSEQUENCES**

- 13.1 Subject to the provisions of this Agreement and subject to the Allottee making timely payments hereunder and save and except for the events specified in (a) and (b) of Clause 6.1.1 above, the Promoter shall be considered under a condition of default in the following events:
  - 13.1.1 the Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 6.1.1 or fails to complete the Project within the stipulated time disclosed at the time of

registration of the Project with the competent authority under the Act. For the purpose of this Clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which completion certificate or the occupancy certificate, as the case may be, has been issued by the competent authority; or

13.1.2 Discontinuance of the Promoter's business on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

13.2 In case of default by the Promoter under the conditions listed above, the Allottee shall be entitled to the following:

13.2.1 stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by ensuring completion of the construction milestones and only thereafter shall the Allottee be required to make the next payment without any interest; or

13.2.2 the Allottee have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in Rule 18 of the Rules within 45 (forty five) days of receiving the termination notice.

Provided that, where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/it shall be paid, by the Promoter, interest at the rate prescribed in Rule 18 of the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty five) days of the same becoming due.

13.3 The Allottee shall be considered to be under a condition of default, in case the Allottee fails to make payment **for 2 consecutive demands** made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate prescribed in Rule 18 of the Rules, on all unpaid amounts from the date the amount is payable by the Allottee.

13.4 Without prejudice to the right of the Promoter to charge interest in terms of Clause 13.3 above, in case the default by the Allottee under Clause 13.3 above continues for a period **beyond 2 consecutive months** after notice from the Promoter in this regard,

the Promoter, at its own option, may terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated. Provided that, the Promoter shall intimate the Allottee about the Promoter's intention to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

- 13.5 On and from the date of refund of the amount as mentioned in Clauses 13.2 and 13.4 above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.
- 13.6 For the avoidance of doubt, it is hereby clarified that the Promoter or the Developer shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

#### 14. **INDEMNITY**

- 14.1 Each Party ("**Indemnifying Party**") hereby agrees to indemnify and save harmless the other Parties and their respective officers, directors, employees, partners and agents ("**Indemnified Parties**") promptly upon demand and from time to time against any and all losses, damages, costs, liabilities, fines, penalties, imposts, compensations paid in settlement or expenses (including without limitation, reasonable attorneys' fees and disbursements but excluding any consequential, punitive or special damages) (collectively, "**Losses**") arising out of (a) any mis-statement made by the Indemnifying Party; or (b) the failure by the Indemnifying Party to fulfill any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement; or (c) any claim or proceeding by any third party against the Indemnified Parties arising out of any act, deed or omission of the Indemnifying Party and/or persons acting for or under the Indemnifying Party ("**Claim**").
- 14.2 Without prejudice to any other provision of this Agreement, the Allottee hereby agrees to not make any claim for damage and/or compensations against the Developer and/or the Promoter and/or their respective nominees for the reason that the Promoter and/or the Developer intend to and may retain for themselves

and may not sell to others, some or substantial number of Unit(s) or other spaces in the Project.

14.3 The Indemnified Parties shall be entitled to make a Claim by issuing a notice in writing to the Indemnifying Party and the Indemnifying Party shall pay an amount equal to the **Losses within \_\_\_\_ (\_\_\_\_) days** from the date of such notice.

14.4 The indemnification rights of the Indemnified Parties under this Agreement are without prejudice to, independent of and in addition to, such other rights and remedies as the Indemnified Parties may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished hereby.

#### 15. **MORTGAGE OR CREATION OF CHARGE**

15.1 After the Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

#### 16. **BINDING EFFECT**

16.1 Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter, Developer 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 its receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the Booking Amount, shall be returned to the Allottee, without any interest or compensation and after deduction of such other tax/levy as may be applicable at such time.

16.2 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or any part thereof. The Allottee shall have no claim, save and except in respect of the Apartment hereby agreed to be sold to him/her/it, and all open spaces, parking spaces, lobbies, staircases, terraces and recreational spaces in the Promoter's Allocation shall remain

the property of the Promoter until the same is transferred as hereinbefore mentioned.

**17. ENTIRE AGREEMENT**

17.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

**18. RIGHT TO AMEND**

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

**19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

19.2 Prior to registration of the conveyance deed for the Apartment in accordance with Clause 7 above, no assignment, sublease or alienation of interest in the Apartment in full or in part, shall be permitted or recognized by the Promoter (other than in the event of death of the Allottee) except upon payment of a transfer fee @ 2% (two percent) of the Total Price or the consideration for such transfer, whichever is higher, to the Promoter, provided that the Allottee has cleared all his/her dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Apartment. Provided no transfer fee is payable in case of transfer to the spouse or child or parents of the Allottee. It is further clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a transfer unless such joint allottee is the spouse or child or parent of the original allottee. In the event that the Allottee is desirous of transferring the Apartment to the spouse or child or parents of the Allottee, such transfer shall be permitted or recognized by the Promoter, upon payment of INR 5000 (Indian Rupees five thousand), provided that the Allottee has cleared all his/her dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Apartment. Such transfer shall be on the execution and registration of an agreement of sale by the transferee, the Promoter and the Developer, the costs for which shall be borne by the transferee.

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

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

20.2 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.

## 21. SEVERABILITY

21.1 If any provision of this Agreement shall be determined to be void or unenforceable under 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 Applicable Laws or the rules and regulations made thereunder or Applicable Laws, 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.

## 22. FURTHER ASSURANCES

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

## 23. PLACE OF EXECUTION

23.1 The execution of this Agreement shall be complete only upon its execution by the Allottee, the Developer through its authorized signatory, the Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Parties in \_\_\_\_\_. After the Agreement is duly executed by the Parties or simultaneously with the execution the said Agreement, the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_.

## 24. NOTICES

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Excel Nirman Private Limited  
54 E/1, Matheswartolla Road,  
Kolkata – 700 046.

Salarpuria Sattva Realty LLP  
5, Chittaranjan Avenue, 1st floor,  
Kolkata – 700 072.

24.2 It shall be the duty of each Party to inform the other Parties of any change in address subsequent to the execution of this Agreement by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by such Party.

25. **JOINT ALLOTTEES**

25.1 In case there are joint allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her, which shall for all intents and purposes be considered to be as properly served on all the Allottees.

26. **STAMP DUTY & REGISTRATION**

26.1 The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

27. **GOVERNING LAW**

27.1 That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Laws for the time being in force and courts at Kolkata shall have jurisdiction for this Agreement.

28. **DISPUTE RESOLUTION**

28.1 All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

29. **SAVINGS**



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

30. **COUNTERPARTS**

30.1 This Agreement may be executed simultaneously in counterparts, each of which will be determined an original, but all of which will constitute one (1) and the same instrument.

## **FIRST SCHEDULE**

### **SAID LAND**

#### **PART ONE PROPERTY**

ALL THAT piece and parcel of land being portion of C.S. Dag No. 230 and 1301 recorded in Khaitan no. 409 (now 706), Mouza Tangra, J.L. No. 5, Touzi No. 1298/2833, Sub-Registry Office Alipore, District 24 Parganas South admeasuring approximately one (1) bigha 10 (ten) cottahs and eight (8) chittacks, more or less, together with all structures standing thereon situate lying at and being Municipal Premises no. 43, Matheswartolla Road, P.S. Tangra (now Pragati Maidan), Kolkata – 700 046 under Ward No. 58, butted and bounded as follows:

On the North : By Premises no. 43 Matheswartolla Road  
On the South : By C.R.C. Tannery  
On the East : By property being Lot 'E'  
On the West : By Matheswartolla Road (formerly south Tangra Road)

#### **PART TWO PROPERTY**

ALL THAT piece and parcel of land being portion of C.S. Dag No. 230 and 1301 recorded in Khaitan no. 409 (now 706), Mouza Tangra, J.L. No. 5, Touzi No. 1298/2833, Sub-Registry Office Alipore, District 24 Parganas South admeasuring approximately one (1) bigha 13 (thirteen) cottahs and 11 (eleven) chittacks, more or less, together with all structures standing thereon situate lying at and being Municipal Premises no. 44, Matheswartolla Road, P.S. Tangra (now Pragati Maidan), Kolkata – 700 046 under Ward No. 58, butted and bounded as follows:

On the North : By Saveraco Tennancy  
On the South : By Premises no. 43 Matheswartolla Road  
On the East : By R.S. Dag No. 227  
On the West : By Matheswartolla Road (formerly south Tangra Road)

#### **SAID LAND (AMALGAMATED LAND)**

ALL THAT piece and parcel of land comprising an area of land admeasuring approximately Three (3) Bighas, Four (4) Cottahs and Three (3) Chittacks being Premises no. 44, Matheswartolla Road, P.S. Tangra (now Pragati Maidan), Kolkata – 700 046 under Ward No. 58, butted and bounded as follows:

On the North : By Premises No. 129 and Premises No. 130 Matheswartollla R  
On the South : By Premises No.129 Matheswartolla Road  
On the East : By Premises No.129 Matheswartolla Road  
On the West : By Matheswartolla Road

## SECOND SCHEDULE

### **APARTMENT**

**ALL THAT** Apartment No. [•] on [•] floor of the Building No. [•] having Carpet Area of [•] square feet, built up area of [•] square feet and Super Built Up Area of [•] square feet, comprised of [•] Bedroom, [•] Kitchen, [•] Bathroom, living cum dining, [•] verandah, open terrace admeasuring about [•] and [•] servant quarters, together with a *pro rata* share in the Common Areas as described in the **Third Schedule** to this Agreement.

### **PARKING SPACE**

[•] four-wheeler/two-wheeler garage/ parking admeasuring approximately [•] square feet.

## **THIRD SCHEDULE**

### **COMMON AREAS**

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the Properties to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the Property.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Properties.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the Property including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the Property.
11. Generator its installations and its allied accessories and room.
12. Lifts, Lift wells and their accessories installations and spaces required therefore.
13. Fire Fighting equipment.
14. Such other common parts areas including gym, banquet hall, swimming pool, indoor games room , equipments installations fixtures fittings covered and open space in or about the said Properties and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.

## FOURTH SCHEDULE

### **COMMON CHARGES AND EXPENSES**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the said Unit and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Unit and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Unit as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the Premises.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Premises and providing such additional lighting apparatus as the Lessor may think fit.
11. Maintaining and operating the lifts.
12. The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park.
13. Providing and arranging for the emptying receptacles for rubbish.

14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual owner of any Unit.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Unit.
17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made thereunder relating to the building excepting those which are the responsibility of the Seller/occupier of any Unit.
19. The Purchase maintenance renewal and insurance of equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
21. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organization it is reasonable to provide.
22. Such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

## FIFTH SCHEDULE

### **TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR OCCUPIERS OF THE APARTMENT**

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whosoever's hands the Apartment may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Allottee agrees and acknowledges that basements and service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the services areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter, Developer and/or the Association, as the case may be, for rendering maintenance services;
2. That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter, Developer and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building and the Project and shall abide by the directions and decisions of the Promoter, Developer and/or the Association, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Project;
3. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter, Developer and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and shall also abide by the Applicable Laws;
4. That the Allottee shall pay to the Promoter, Developer or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Apartment and/or family members, guests or servants of the Allottee or such other occupiers of the Apartment;
5. That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and

maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;

6. That the Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
7. That the Allottee shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
8. That the Allottee shall 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;
9. That the Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
10. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
11. That the Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment without the prior written permission of the Promoter, Developer and/or the Association;
12. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;



13. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;
14. That the Allottee shall pay to the Promoter, Developer or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
15. That the Allottee shall bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company, on account of change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is sold;
16. That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter, the Developer and other Co-Buyers and/or Co-Occupiers of the Project;
17. That the Allottee shall carry out any repair or interior or any other works in the Apartment only between reasonable hours so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
18. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter, the Developer or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. 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 Project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter, Developer or the Association, as the case may be;
19. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter, Developer or the Association, as the case may be, of the tenant's/transferee's details, including address and telephone number;
20. That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
21. That the Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;

22. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
23. That the Allottee shall not install grills, the design of which has not been suggested and/or approved by the Promoter, the Developer or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
24. That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
25. That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;
26. That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project;
27. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
28. That the Allottee shall not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
29. That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
30. That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;
31. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
32. That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;

33. That the Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
34. That the Allottee shall not use the name/mark of the Promoter or the Developer in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and/or the Developer, as the case may be, and shall further be liable for prosecution for use of such mark of the Promoter or the Developer, as the case may be;
35. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
36. That the Allottee shall 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;
37. That the Allottee shall not install or keep or run any generator in the Apartment and the garage, if any;
38. That the Allottee shall not smoke in public places inside the Project which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/ extinguished;
39. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project;
40. That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
41. That the Allottee shall not use the elevators in case of fire;
42. That the Allottee agrees and acknowledges that the Promoter, Developer and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
43. That the Allottee shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter, Developer and/or the Association, as the case may be;
44. That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;

45. That the Allottee shall remain fully responsible for any domestic help or drivers employed by the Allottee and any pets kept by the Allottee;
46. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter or the Developer liable for execution of such works;
47. That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her/its own cost; and
48. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.

#### **SIXTH SCHEDULE**

#### **PAYMENT PLAN**

#### **PART I**

The Total Price agreed to be paid by the Purchaser is **Rs. 70,89,213/- (Rupees Seventy Lac Eighty Nine Thousand Two Hundred Thirteen only)** hereinafter referred to as the TOTAL PRICE and to be paid in the manner following:

<b>PAYMENT SCHEDULE / MILESTONE</b>	<b>Percentage</b>	<b>AMOUNT</b>
<b>On Application</b>	<b>10 %</b>	<b>Rs. 2,24,000.00</b>
<b>On or before Agreement</b>		<b>Rs. 4,84,921.34</b>
<b>Completion of Piling</b>	<b>10 %</b>	<b>Rs. 7,08,921.34</b>
<b>1st Floor slab casting</b>	<b>10 %</b>	<b>Rs. 7,08,921.34</b>
<b>3rd floor slab casting</b>	<b>10 %</b>	<b>Rs. 7,08,921.34</b>
<b>6th floor slab casting</b>	<b>10 %</b>	<b>Rs. 7,08,921.34</b>
<b>9th floor slab casting</b>	<b>10 %</b>	<b>Rs. 7,08,921.34</b>
<b>Completion of Roof</b>	<b>15 %</b>	<b>Rs. 10,63,382.01</b>

Completion of external plastering of the entire building	10 %	Rs.	7,08,921.34
Completion of flooring work of the entire building	10 %	Rs.	7,08,921.34
On possession	5 %	Rs.	3,54,460.67
<b>GRAND TOTAL</b>	<b>100 %</b>	<b>Rs.</b>	<b>70,89,213.40</b>

**PART II**

**DEPOSITS & CHARGES:**

<b>The other charges and deposits payable on or before possession:</b>	
<b>Deposits &amp; Charges:</b>	<b>RS. 48,132.00</b>
(i) Maintenance In advance (1 year)	RS. 25,000.00
(ii) Legal Charges	RS. 5,000.00
(iii) Formation of Association	RS. 40,110.00
(iv) Sinking Fund	RS. 48,132.00
(v) Municipal Tax Deposit	
<b>GST on above</b>	<b>RS. 14,064.00</b>
<b>Total</b>	<b>RS. 1,80,438.00</b>

**SEVENTH SCHEDULE**

**SPECIFICATIONS**

**PART A**

**(SPECIFICATIONS AMENITIES AND FACILITIES FOR THE APARTMENT)**

<b>Doors :</b>	Main Doors - Solid Flush Door with Night Latch
	Other Doors - Solid Flush Doors.
	Frame – Wooden
	Hardware Fittings - Brass & Stainless Steel
<b>Windows :</b>	Aluminium / UPVC
<b>Railing :</b>	MS Railing in Balcony
<b>Master Bed Room - Flooring :</b>	Vitrified Tiles.
<b>Master Bed Room - Wall Finish :</b>	POP Finish
<b>Other Bed Rooms - Flooring :</b>	Vitrified Tiles.
<b>Other Bed Rooms - Wall Finish :</b>	Plaster of Paris Finish

<b>Living &amp; Dining Rooms - Flooring :</b>	Vitrified Tiles.
<b>Living &amp; Dining Rooms - Wall Finish :</b>	Plaster of Paris Finish
<b>Kitchenette - Flooring :</b>	Ceramic Tiles
<b>Kitchenette - Wall Finish :</b>	Dado - Ceramic Tiles Upto 2 FT above Counter, Rest POP.
<b>Kitchen Counter :</b>	Granite Finish
<b>Kitchen Sink :</b>	Stainless Steel Sink
<b>Bathroom Flooring :</b>	Ceramic Tiles
<b>Bathroom Wall Finish :</b>	Dado - Ceramic Tiles Upto Door Hight, Rest POP.
<b>Sanitary Fittings :</b>	Western Style Sanitary Fittings & CP Fittings
<b>Electrical :</b>	Modular Switches.
<b>CCTV</b>	<b>CCTV</b> Monitoring Round The Clock.
<b>Intercom</b>	Intercom Connection to the Security Room to each Flat.

**PART B**  
**(SPECIFICATIONS AMENITIES AND FACILITES FOR THE PROJECT)**

<b>Foundation :</b>	RCC Cast In-situ Bored Piling Work.
<b>Structure :</b>	RCC Framed Structure.
<b>Stair :</b>	Kota Stone (From Ground Floor To Second Floor) and IPS Flooring (From Second Floor To Roof)
	Total Four Nos. - (Two Passenger Lifts at Each Tower.
	Blend Of Waterproof Acrylic Based Paint & Other Decorative Finish
<b>Sanitary Fittings :</b>	Western Style Sanitary Fittings & CP Fittings
<b>Electrical :</b>	Modular Switches.
<b>Drinking Water</b>	Drinking Water will be provided by The Kolkata Municipal Corporation as well as from Borewell (Applied to the Authority).
<b>Fire &amp; Safety</b>	Fire Detection & Protection System as per WBFES recommendation.
<b>Emergency Evacuation Services</b>	Alternate Stair & Fire Refuse Platform as per KMC & WBFES rules & norms.
<b>Renewable Energy</b>	Renewable Energy by providing <b>Solar PV Plant</b> at Roof as per requirement of KMC
<b>Community Hall</b>	Double Height Air Conditioned Community Hall.
<b>Swimming Pool</b>	Outdoor Swimming Pool with Deck.

<b>Gymnasium</b>	Double Height Air Conditioned Gymnasium.
<b>Kids Play Area</b>	Double Height Indoor Kids Play area.
<b>Games Room</b>	Double Height Indoor Games Room.
<b>Provision - DG Set</b>	24 X 7 Power Back Up In Common Areas & in each Flat - 2 KVA.
<b>Staff Toilets</b>	Toilets For Staff Use At Ground Floor.
<b>Servant Toilets</b>	At Mid Landing of Each Floor.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.**

**Executed and delivered on behalf of the Promoter at Kolkata:**

**Executed and delivered on behalf of the Developer at Kolkata:**

**Executed and Delivered by the Allottee(s) at Kolkata**

**All in the presence of:**

**1.**

**2.**



**ANNEXURE – A**

**SAID LAND**

**ANNEXURE – B**

**APARTMENT**

**RECEIVED** of and from the within named **Purchaser** the within mentioned sum of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**) as per memo below:-

**MEMO OF CONSIDERATION**

<b>CHEQUE NO.</b>	<b>DATE</b>	<b>BANK &amp; BRANCH</b>	<b>AMOUNT</b>
		Total :	Rs. .00

(**Rupees** \_\_\_\_\_ **Only**)

**WITNESSES:-**

1.

2.