

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this _____
(Date) day of _____ (Month), 20 ____ .

By and Between

PRASAD CASTINGS & BUILDCON LLP (PAN), (LLP Identification Number.: AAL-7828) , a Limited Liability Partnership Firm incorporation under the Provisions of Limited **Liability Partnership Act, 2008 having its registered office at 34A, Metcalfe Street, 8th Floor, Room 8A,** Post Office Bowbazar, Police Station- Bowbazar, Kolkata-700013, represented by its Designated Partner, Sri **Satyendra Pasari (PAN.....)**, son of, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at, Post Office-....., Police Station-....., Pin-.....,

hereinafter referred to as "the **OWNER/DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **OTHER PART:**

AND

Mr./Ms. _____ (Aadhaar no. _____) son / daughter of _____ , aged about _____, residing at _____ (PAN _____) , or hereinafter called the "Allottee/ Purchasaer" (which expression repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

The Owner/Developer and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

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

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

(d) "**Section**" means a section of the Act.

WHEREAS :

1. The Owner/Developer is the owner of the land landowners are the absolute and lawful owner of the property described in the **Schedule 'A'** property.
2. The Owner/Developer intends to develop the land and approached the Owner/Developer for the purpose and the Owner/Developer has devised a scheme to develop a Township Project consisting of Residential Accommodation in a phased manner.
3. The Project has been named **Om Skycity** and the scheme of **Om Skycity** has been devised in such a manner that the project will be divided into distinct identifiable Phases.
4. A part of **Om Skycity** has been identified and demarcated as **Phase-1** which shall comprise of Ground Plus upper Blocks having contemporary self-contained Apartments lying at or upon the premises as detailed in **SCHEDULE A(I)** hereunder written and/or described.
5. The Purchaser has gone through the scheme of Om Skycity and understands that the land described in Schedule-I hereunder is only one of the phases of Om Skycity and agrees that the Owner/Owner/Developer herein has reserves its right to integrate the other phases of Om Skycity and/or acquire further land adjacent /adjoining/contiguous to the project and /or enter into suitable arrangements with the owner of such further land adjacent / adjoining /contiguous and to make the same a part and parcel of **Om Skycity**.
6. The Owner/Owner/Developer have duly obtained mutation and conversion of the Entire Premises form the Concerned Statutory Authority.
7. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **OM SKYCITY PHASE-I**.
8. The Owner/Developer is fully competent to enter into this Agreement pursuant to the terms and conditions of the Development Agreement.
9. The Owner/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from the Competent Authority. The Owner/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
10. The Owner/Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority aton under Registration No.;

11. The Allottee had applied for an apartment in the Project vide **Application No.** dated ____ and has been allotted **Apartment No. _____** having **carpet area of _____ Square Feet**, type, on floor in **Block No. _____** ("Building") at **OM SKYCITY PHASE 1** as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule B** and the floor plan or the apartment is annexed hereto and marked as **Schedule B-1**) ;
12. 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.
13. 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 ;
14. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Developer hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the open/covered parking (if applicable as specified in Para 12.

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

1. TERMS :

1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner/Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Para 12 above.

1.2 The Total Price for the [Apartment] based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**")

Block No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per Square Feet
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Garage/Covered parking	
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*The amounts includes the cost of apartment, cost of exclusive balcony of verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, etc., if/as applicable.

- (i) The total price above includes the booking amount paid by the allottee to the Owner/Developer towards the apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Owner/Developer by way of Cess or any other similar taxes which may be levied, apart from GST which shall be extra, in connection with the construction of the Project payable by the Owner/Developer, 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 of allottees or the competent authority, 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 Owner/Developer shall be increased/reduced based on such change / modification:

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

- (iii) The Owner/Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Owner/Developer within the time and in the manner specified therein. In addition, the Owner/Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of Apartment] [includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per Para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/plot] and the Project.
- 1.3** The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in

charges which may be levied or imposed by the competent authority from time to time. The Owner/Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owner/Developer shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. 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 Authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

- 1.4** The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
- 1.5** The Owner/Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ - % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Owner/Developer.
- 1.6** It is agreed that the Owner/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the Owner/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.

- 1.7.** The Owner/Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Developer. If there is reduction in the carpet area then the Owner/Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Owner/Developer may demand that from the Allottee as per the next milestone of the Payment Plan

as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Owner/Developer agrees and acknowledges, the Allottee shall have the right to the [Apartment] as mentioned below :

(i) The Allottee shall have exclusive Owner/Owner/Developerhip of the [Apartment] ;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Owner/Developer shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, (apart from GST which shall be extra), cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/plot] and the Project.:

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and the Apartment, as the case may be.

1.9 It is made clear by the Owner/Developer and the Allottee agrees that the Apartment along with _____ open / covered parking 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 all phases of Project Om Skycity.

1.10 The Owner/Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project).

If the Owner/Developer fails to pay all of any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Owner/Developer 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.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as **application money** being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Owner/Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan [Schedule `C`] as may be demanded by the Owner/Developer within the timer and in the manner specified therein:

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

2. MODE OF PAYMENT :

Subject to the terms of the Agreement and the Owner/Developer abiding by the construction milestones, the Allottee shall make all payment on written demand by the Owner/Developer , within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of PRASAD CASTINGS AND BUILDCON LLP.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owner/Developer with such permission, approvals which would enable the Owner/Developer 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 Foreign, Exchange Management Act, 1999, of 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 part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999, or other laws as applicable, as amended from time to time.

3.2 The Owner/Developer accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Owner/Developer 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 Owner/Developer immediately and comply with necessary formalities in any under the applicable laws. The Owner/Developer shall not be responsible towards any third party making payment. Remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Owner/Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :

The Allottee authorizes the Owner/Developer to adjust appropriate all payments made by him/her under any head(s) of due against lawful outstanding of the allottee against the [Apartment], if any, in his/ her name and the Allottee undertakes not to object/demand/direct the Owner/Developer to adjust his payments in any manner.

5. TIME IS ESSENCE :

The Owner/Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT / APARTMENT :

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Owner/Developer. The Owner/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Owner/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Act 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 Owner/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT :

7.1 Schedule for possession of the said Apartment

The Owner/Developer agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees

or the competent authority. As the case may be, is the essence of the Agreement. The Owner/Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **31ST March, 2022**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure."). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner/Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

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

7.2 Procedure for taking possession. - The Owner/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Owner/Developer within 3 months from the date of issue of occupancy certificate]. The Owner/Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner/Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/Developer / association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Owner/Developer shall hand over the occupancy certificate of the apartment/ plot, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment .

Upon receiving a written intimation from the Owner/Developer as per para 7.2., the Allottee shall take possession of the Apartment from the Owner/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Owner/Developer shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in Para 7.2.

7.4 Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Owner/Developer to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws :

Provided that, in the absence of any local law, the Owner/Developer shall hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Owner/Developer, the Owner/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Owner/Developer to the Allottee within 45 days of such cancellation.

7.6 Compensation - The Owner/Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Owner/Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of the Agreement, duly completed by the date specified in Para 7.1 ; or (ii) due to discontinuance of his business as a Owner/Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Owner/Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due :

Provided that where if the Allottee does not intend to withdraw from the Project, the Owner/Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Owner/Developer to the allottee within forty-five days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER

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The Owner/Developer hereby represents and warrants to the Allottee as follows :

- (i) The Landowner's title to the Project Land is absolute, clear and marketable and the Owner/Developer has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - (ii) The Owner/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the said Land or the Project ;
 - (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment ;
 - (v) 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 Owner/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation the Project, said Land, Building and Apartment and common areas;
 - (vi) The Owner/Developer 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;
 - (vii) The Owner/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
 - (viii) The Owner/Developer confirms that the Owner/Developer is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owner/Developer shall hand over lawful, vacant, peaceful , physical possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be ;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Owner/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;

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

9 EVENTS OF DEFAULTS AND CONSEQUENCES :

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

(i) Owner/Developer fails to provide ready to move in possession of the [Apartment] to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

(i) Stop making further payments to Owner/Developer as demanded by the Owner/Developer. If the Allottee stops making payments the Owner/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Owner/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Owner/Developer to the Allottee within forty-five days of it becoming due.

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

(i) In case the Allottee fails to make payments for consecutive demands made by the Owner/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Owner/Developer on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the Owner/Developer in this regard, the Owner/Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

10. CONVEYANCE OF THE SAID APARTMENT :

The Owner/Developer, on receipt of Total Price of the [Apartment] as per para 1.2 under the Agreement 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 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the Allottee:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Owner/Developer within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Owner/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT :

The Owner/Developer shall be responsible to provide and maintain essential services in the till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner/Developer as per the agreement for sale relating to such development is brought to the notice of the Owner/Developer within a period of 5 (five) years by the Allottee from the date

of handing over possession, it shall be the duty of the Owner/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner/Developer 's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

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

14. USAGE :

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Om Skycity, shall be ear-marked 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT :

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

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas, The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall

not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

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

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

17. ADDITIONAL CONSTRUCTIONS :

The Owner/Developer 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.

18. OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE :

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

19. APARTMENT OWNER/OWNER/DEVELOPERHIP ACT (OR THE RELEVANT STATE ACT):

The Owner/Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Owner/Owner/Developerhip Act, 1972. The Owner/Developer showing compliance of various laws/regulations as applicable in West Bengal Apartment Owner/Owner/Developerhip Act 1972 .

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Owner/Developer does not create a binding obligation on the part of the Owner/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 receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Owner/Developer 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 Owner/Developer, then the Owner/Developer shall serve a notice to the Allottee for rectifying the default, which is not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE :

24.1 The Owner/Developer, 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 Plant [Annexure 'C'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner/Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Owner/Developer to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any Period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Owner/Developer through its authorized signatory at the Owner/Developer 's Office, or at some other place, which may be mutually agreed between the Owner/Developer and the Allottee, after the Agreement is duly executed by the Allottee and the Owner/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the

29. NOTICE

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

_____ Name of Allottee

_____ (Allottee Address)

..... Owner/Developer name

..... (Owner/Developer Address)

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNMENT LAW:

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

33. PURCHASER/ALLOTTEE AGREES that :

- 1.** That from date of possession of the said Flat(s) the Purchasers agree and covenant:
 - i.** To co-operate with the other co Purchasers in the management and maintenance of the said building(s).
 - ii.** To observe the rules framed from time to time by the Owner/Developer/ Maintenance Management Company and become a member of the association of Flat Owner/Owner/Developer who shall collectively observe the rules framed from time to time by the Service Company

- iii.** To use the said Flat(s) for residential purposes only and for no other purposes whatsoever without the consent in writing of the Owner/Owner/Developer s.
- iv.** To allow the Owner/Developer/ Maintenance Management Company with or without workmen to enter into the said Flat(s) for the purpose of maintenance and repairs.
- v.** To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Flat(s) and proportionately for the building(s) and/or common parts/parts and wholly for the said Flat (s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Owner/Developer/ Maintenance Management Company. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Flat(s) has been taken or not by the Purchasers. The Purchasers shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to such Holding Organization.
- vi.** To deposit the amounts reasonably required with Owner/Developer/ Maintenance Management Company towards the liability for rates and taxes and other outgoings.
- vii.** To pay charges for electricity in or relating to the said Flat(s) wholly and proportionately relating to the common parts.
- viii.** Not to subdivide the said Flat(s) and/or the Parking Space if allotted or any portion thereof.
- ix.**
- x.** To maintain or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the building(s).
- xi.** Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Flat(s) or in the compound or any portion of the building(s).
- xii.** Not to store or bring and allow being stored in the said Flat(s) any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building(s) or any portion of any fittings or fixtures thereof including windows, doors, floors etc, in any manner.

- xiii.** Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building(s) or any part thereof.
- xiv.** Not to fix or install air-conditioners in the said Flat(s) have and except at the places which have been specified in the said Flat(s) for such installation.
- xv.** Not to do or cause anything to be done in or around the said Flat(s) which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat(s) or adjacent to the said Flat(s) or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xvi.** Not to damage or demolish or cause to be damaged or demolished the said Flat(s) or any part thereof or the fittings and fixtures affixed thereto.
- xvii.** Not to close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Flat which differs from the colour scheme of the building(s) or deviation or which may affect the elevation in respect of the exterior walls of the said building(s).
- xviii.** Not to install grills the design of which have not been approved by the Architect.
- xix.** Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat(s) or any part of the said building(s) or cause increased premium to be payable in respect thereof if the building(s) is insured.
- xx.** Not to make in the said Flat(s) any structural addition and/or alterations such as beams, columns, partition walls etc, or improvements of a permanent nature except with the prior approval in writing of the Local Civic Authority and/or any concerned authority as and when required.
- xxi.** The Purchasers shall not fix or install any antenna on the roof or terrace of the said Building(s) nor shall fix any widow antenna except at the space identified and demarcated by the Owner/ Owner/Developer for the purpose.
- xxii.** The Purchaser/s admit/s and accept/s that the Owner/Owner/Developer herein and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building

materials and for other purposes as may become necessary for the Complex and/or extension thereof and /or any remaining and/or new construction and the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.

- xxiii.** Not to use the said Flat(s) or permit the same to be used for any purposes whatsoever other than as a residence(s)/ as has been granted and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building(s) or to the Owner/Owner/Developer and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever.
 - xxiv.** Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsides.
 - xxv.** To abide by such building(s) rules and regulations as may be made applicable by the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building(s) rules and regulations of such Holding Organization.
 - xxvi.** Not to obstruct in parking vehicle of anybody including other Purchasers in the Complex.
 - xxvii.** Not to park any car or permit any car to be parked in any open area or unsold car parking area
 - xxviii.** To use the said car parking space for parking of cars belonging to the Purchasers and/or to the members of his family and not to allow any other person or strangers to park their cars in the car parking space allotted to the Purchasers.
- 2.** The purchasers agree that :
- i.** The Purchasers shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the Seventh schedule hereunder written at such rate as may be decided, determined and apportioned by the from the date of possession and upon formation and transfer of management of the building(s) to the Holding Organization such payments are required to be made without any abatement or demand.

- ii. The proportionate rate payable by the Purchasers for the common expenses shall be decided from time to time and the Purchasers shall be liable to pay all such expenses wholly if it relates to the Purchasers Flat(s) only and proportionately for the building as a whole. The statement of account of the appointment of the charges as prepared by the Maintenance Co. shall be conclusive and final. The purchasers shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building(s) to the Holding Organization in terms of these presents, the employees of the Owner/ Owner/Developer s such as watchmen, security staff, liftmen, etc, shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment and the Purchasers shall not be entitled to raise any objection thereto and hereby consents to the same.
- iii. To abide by the rules and regulation as may be framed and decided for the use of the community hall and to take the written consent of the Owner/ Owner/Developer prior to use of the common amenities and the Owner/ Owner/Developer shall have the discretion to grant or refuse such permission on the basis of availability.
- iv. To pay to the Service Company such amounts for the aforesaid purpose as may be demanded by the authority.
- v. So long as such Flat(s) in the said Premises shall not be separately mutated and assessed the Purchasers shall pay the proportionate share of all rates and taxes.

34. DISPUTE RESOLUTION:

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

35. MISCELLANEOUS

35 The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the purchaser understands that The Project Om Skycity shall be developed in phases and the land being subject matter of this Agreement shall form one phase of such phases of Om Skycity. It being agreed that for the purposes of this Agreement and for the purposes of marketing, launching construction the

land area for each phase shall and/or may differ and /or vary to the extent as the Owner/Developer deems fit and proper and the phases of Om Skycity shall be designed by the Owner/Developer only considering the best available layout and orientation of the project, the best possible elevation and aesthetics and the integration of each phase with the adjacent phase for connecting all the phases of the Project and each phase shall have the right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required and that the Owner/Developer and the owner jointly shall be entitled to expand the project by adding any other piece or parcel of land adjoining or contiguous to the (hereinafter referred to as the Additional Area) subject to the Owner of the said Land being desirous of being a part of the project and any area which is included in the project with the concurrence of all the parties hereof and the concurrence of the respective land owner of the said Land, the Building/Units which are constructed in such additional area shall be entitled to all facilities and/or utilities existent in the Schedule land including but not limited to connecting the drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be intended to be provided in project and it shall be independent and a right secured with the Owner/Developer to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land and the right to open an access for ingress and egress to the adjoining land in such manner.

- 35.1 The Purchaser hereby agrees that the Promoter shall have full and absolute right without any interference to develop the other Phases and /or Phases of **Om Skycity** on the adjacent land by the Developer herein and/or by any other entity or suitable arrangements with regard thereto may be entered into by the Promoter and /or the new entity, and/or by the subsequent transferee of the lands relating to the subsequent phases of Om Skycity and the Purchaser shall not raise any objection in the event the Promoter herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Promoter and all unit purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit purchasers of units in the scheduled land and the unit purchasers in the added/additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchaser herein along with the other co-Owner/Owner/Developer. It is agreed that after execution and registration and Deed of Conveyance and /or handing over possession of the Unit to the Purchaser the common amenities of "**Om Skycity Phase 1** " may be situated in **Phase I** of the Project and /or any other extensions and/or any other phase/phases in the Project and the nature of use of the said common amenities shall not remain confined to

the flat/ unit Owner/Owner/Developer of **"Om Skycity Phase 1 "** and it is further clarified that Unit Owner/Owner/Developer of other phases of "Om Skycity" shall also be entitled to use the common amenities and facilities in the project on such terms & conditions as the Promoter may formulate for use and occupation thereof and upon the completion of all phases and extension of "Om Skycity" the Project shall be connectively known and identified as "Om Skycity".

- 35.2 All Phases at Om Skycity irrespective of dwelling unit type and shall have common easement rights in all phases of "Om Skycity" and all the Unit Owner/Owner/Developer of the Blocks comprised in all the Phases and /or Phases of the Project shall have the right to use the approach road and other common areas and facilities Comprised the entire project, for which the Purchaser shall not raise any objection of whatsoever nature and it is agreed between the parties that notwithstanding that any particular phase of "Om Skycity" being completed and the Unit Owner/Owner/Developer of the said phase or part thereof having started to reside therein the right of the Promoter to complete the other phases by utilizing and using the common roads, pathways of "Om Skycity" for the purpose of carrying men and materials and construction equipment notwithstanding the minor inconvenience that may be caused during the construction stage of various phases of "Om Skycity",
- 35.3 The Owner/Developer proposes to provide a sky walk facility by connecting all the blocks/ building in the entire project at the roof and the said skywalk facility shall be common to all the Allottees of various phases of "Om Skycity". The Developer shall be entitled to cause the necessary civil work for the skywalk at each of the phases and/or blocks irrespective of possession being handed over to the Allottees of any particular block and the entire scheme of the skywalk has been understood by the Allottee.
- 35.4 The Owner/Developer shall provide a common recreation centre for the Allottees of Units in "Om Skycity" and/or its various phases and the allottees of Phase I shall not acquire any exclusive right to use the common recreation centre but shall use the said common recreation centre in common with the allottees of Units in all phases of "Om Skycity". The detailed terms and conditions of governing use of the common recreation centre will be formulated and circulated in due course before or after the recreation centre is made operational. The Allottee shall abide by the said rules and regulations. The Owner/Developer reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the common recreation centre. The same will be made operational at any time prior to completion of the last phase of "Om Skycity" and till the completion and till such time the club made fully operational the Promoter shall operationalise the facility progressively.
- 35.5 The commercial building forming part of Phase I shall not be a common area but the units therein shall be sold and/or commercially let out by the Owner/Developer on such terms and conditions as the Owner/Developer may enter into agreements with intending purchasers/ tenants.

- 35.6 The common internal pathway and/or drive way situate beside the commercial building shall serve as the entry and exit passage for the uses of all allottees for all phases of "Om Skycity" and none of the users of any particular phase shall claim any exclusive right over the said common passage and further internal common roads which shall lead to the other phases of "Om Skycity" and for the purpose all internal roads of all phases shall be interconnected and integrated for the purpose of one common internal road network of "Om Skycity".
- 35.7 Inasmuch as upon completion of all phases of "Om skycity" the entire maintenance services for all phases shall be carried out by the common Association of "Om Skycity"
- 35.8 It is understood that the Allottee has / have applied for allotment of Apartment(s)/ Unit(s) with full knowledge of all the law / notifications and rules applicable to the said plot/ Complex/ project area, which have been fully understood by the Allottee. It is further understood that the Allottee has / have fully satisfied himself/herself/itself about the right, and /or interest of **PROMOTER** in the said plot on which construction of the Premise will be /are being constructed.
- 35.9 It is understood that the Allottee has/have applied for allotment of the Apartment(s)/ Unit(s) for residential purposes only and not for any other purpose.
- 35.10 The Purchaser /Allottee shall become member of the Association of Allottees as and when the same is formed and the Association Of Allottees shall be in respect of each phase of Om Skycity and/or . some phases of Om Skycity and/or the entire project of Om Skycity
- 35.11 The internal security of the Apartment(s)/ Unit(s) shall always be the sole responsibility of the respective Allottee.
- 35.12 The Allottee shall make timely and regular payments of maintenance and other utility charges.
- 35.13 The name of the Project is and shall be "**OM SKYCITY PHASE 1**" being a part of "Om Skycity". The Building and of the Projects shall be named in the manner as may be deemed appropriate by the PROMOTER.
- 35.14 The easement right and/or the pathways of the Project and in respect of the building/blocks/ units constructed and/or to be further constructed on the Said Land thereon together with the additional lands shall be provided by the Promoter as per its scheme of "Om Skycity". The Allottee agrees to the same and shall not raise any objection in this regard in any manner whatsoever irrespective of the identity of the Developer in respect of the future phases of "Om skycity".
- 35.15 The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, allotment letter, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as may require in the interest of the Premises and Apartment(s)/ Unit(s) Allottees. In case of Joint Applicant(s) / Allottee, any document signed / accepted / acknowledged by any one of the Allottee shall be binding upon the other Allottee.

- 35.16 The Allottee and all persons under him shall observe all the Rules and Regulations that be framed by the Promoter / Maintenance Organization from time to time.
- 35.17 It is further clarified that any nomination/transfer of the Apartment(s)/ Unit(s) by the Allottee shall not be in any manner inconsistent with the covenants herein contained. In case of nomination by the Allottee before execution of the of the Deed of Conveyance of the said Apartment, the Allottee shall be liable to pay to the Promoter/ Promoter necessary nomination fees.
- 35.18 After conveyance the Allottee shall apply for at his cost separate assessment of the Apartment(s)/ Unit(s) for municipal taxes and mutation of the name of the Allottee in respect of the Unit in the records of the concerned Municipal Authority.
- 35.19 The Allottees has/have examined and accepted the plans, designs, specifications of the said Apartment(s) / Unit(s).
- 35.20 Landscape and the green areas will only be available upon completion of the entirety of the Complex as the same will be utilized for construction activities during the construction period.
- 35.21 No request for modification or change in the exterior facades of the building will be permitted. No reimbursement or deduction in the value of Apartment(s) / Unit(s) shall be considered by **PROMOTER** if the Allottee desires (with prior written approval/consent of **PROMOTER**) to do some works/install some different fittings/floorings etc. on his/her own within the Apartment(s) / Unit(s) and request the **PROMOTER** to not to carry out such work/install fittings/floorings etc. within the Apartment(s) / Unit(s).
- 35.22 The Allottee must quote the application number as printed on Application form and on allotment, their Apartment(s)/ Unit(s) Number as indicated in the Allotment Letter, in all future correspondences.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of land admeasuring **7675.771 Square Meters** lying and situate at **Mouza - Ghoramara, J.L. no. 16, L.R. Dag no. 438, L.R. Khatian no. 120/3, Police Station - Serampore, District – Hooghly** which is butted and bounded as follows:

THE SCHEDULE 'B' ABOVE REFERRED TO

Block/Building/Tower No. _____	Rate of Apartment per square feet*
Apartment No. _____	
Type _____	
Floor _____	

Garrage/Covered parking	

Together with the undivided impartible proportionate share in the land and proportionate right over the Common Areas and Portions

**THE SCHEDULE 'B-1' ABOVE REFERRED TO
PLAN OF THE APARTMENT MARKED AS SCHEDULE 'B-1' IN SEPARATE
SHEET**

**THE SCHEDULE 'C' ABOVE REFERRED TO
Payment Plan**

"OM SKYCITY PHASE I" -			
Payment Schedule and Terms & Conditions			
FLAT CHARGES			
Sale Consideration		Rs./-	
Rate		Rs./- per Sq. Ft. (On Carpet Area Basis)	
PAYMENT SCHEDULE			
Sl.	Particulars		
1	On Application	Rs.50,000/-	
2	On Allotment letter, within 7 days	10% of total consideration	

3	On Agreement	25% Less (50,000 + 1- %)	
4	On 2 nd Floor casting of respective block	20% of total consideration	
5	On Roof casting of Third Floor of respective Block	20% of total consideration	
6	Brick work of the respective block	15% of total consideration	
7	Flooring of the respective Block	15% of total consideration	
		5% of total consideration	
TOTAL		100%	

**THE SCHEDULE 'D' ABOVE REFERRED TO
Specifications**

- Foundation** : R.C.C Pile foundation with tie beams.
- Wall – Internal** : brick/block masonry.
- External** : thick brick/block masonry.
- Doors** : Quality frame with solid core – flush/ paneled shutter.
- Windows** : UPVC/ Aluminum Sliding Windows.
- Living/Dining / Bedroom** : tile flooring.
- Kitchen** : Floor – Ceramic tiles
- Toilets** : Floor – Ceramic tiles
Wall – Ceramic Tiles/ on dado
Sanitary ware – Quality porcelain and

Chromium plated fixtures.

- Electricals** : Concealed copper wiring. Provisions in appropriate locations for lights and fans, TV, Exhaust and geyser.
- Interior finish** : Plaster of Paris over plastered walls.
- Exterior finish** : Quality Exterior Paint.

**THE SCHEDULE 'E' ABOVE REFERRED TO
Common Amenities**

BASIC FACILITIES:

- a) Common Paths, passages, pedestrian ways, driveways within the entire Project as intended to be provided by the Owner/Developer, excluding however the areas reserved by the Owner/Developer for parking of motor cars and other vehicles or other purposes and/or those allotted and/or provided to specific unit-Purchasers.
- b) Water supply system as be planned by the Owner/Developer from time to time.
- c) Drainage and sewerage system as be planned by the Owner/Developer from time to time.
- d) Other areas and installations as be planned by the Owner/Developer.

Extended Facility:

- a) Community Hall for all phases of "Om Skycity"
- b) Skywalk connecting all blocks of "Om Skycity" at the roof level.

**THE SCHEDULE 'F' ABOVE REFERRED TO
(Easements or Quasi Easements for Owner/Developer and/or MMC)**

(The under mentioned rights easements and quasi easement privileges and appurtenances shall be reserved for the Owner/Developer and/or the maintenance company) of Om Skycity)

1. The right in common with the purchaser and/or other person or persons entitled to the other part or parts of Om Skycity as aforesaid for the Owner/Developer and use of common part or parts of Om Skycity including its installations staircases, lobbies in covered spaces electrical installations, other passages and internal roads.

2. The name Om Skycity shall be a permanent feature displayed in the project premises in any form as decided buy the Owner/Developer.
3. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said apartment) of the other part or parts of Om Skycity through pipes, drains, wires, conduits lying or being under through or over the said apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of Om Skycity for all purposes whatsoever.
4. The right of protection for other portion or portions of Om Skycity by all parts of the Said apartment as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of Om Skycity.
5. The right of the Owner/Developer, Occupier(s) and/or management company for the purpose of ingress and egress to and from such Part or parts of Om Skycity the front entrances inside staircase, electrical installation open and covered space and other common passages or internal roads, connecting roads of all phases of Om Skycity.
6. The right of the Owner/Developer/Management Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir as aforesaid PROVIDED ALWAYS the Owner/Developer and other person or persons shall give to the Purchaser twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

**THE SCHEDULE 'G' ABOVE REFERRED TO
(Easements or Quasi Easements for Purchaser)**

1. The Purchaser shall be entitled to all rights privileges, vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Owner/Developer the rights easements, quasi-easements privileges and appurtenances hereinbefore more particularly set forth in the F SCHEDULE hereto.

2. The right of access and passage in common with the Owner/Developer or the co-Owner/Owner/Developer and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in Om Skycity and /or its phases and the Said Premises.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said apartment.
4. The right of support shelter and protection of the Said apartment by or from all parts of Om Skycity so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said apartment through pipes drains wirers and conduits lying or being in under through or over Om Skycity and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said apartment and for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of Om Skycity the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing, or cleaning any parts of the Said apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving previous notice in writing of its intention so to enter to the Owner/Owner/Developer and occupiers of the other units and portion of Om Skycity.

**THE SCHEDULE 'H' ABOVE REFERRED TO
(COMMON EXPENSES/ CHARGES)**

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.

4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

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

SIGNED AND DELIVERED by the

OWNER at Kolkata in
the presence of:

**SIGNATURE OF THE
OWNER/DEVELOPER**

SIGNED AND DELIVERED by the

PURCHASER at Kolkata in the

presence

SIGNATURE OF THE PURCHASER

of: