

AGREEMENT FOR SALE

1. Date: _____

2. Place: Kolkata

3. Parties:

3.1 Bijoy Ghosh [PAN ADYPG4183B] [Aadhaar No. _____], son of Late Lal Mohan Ghosh, residing at C/9, Raj Narayan Park, Boral, Kolkata-700154, Police Station Sonarpur, Post Office Boral, District South 24 Parganas

3.2 Swapan Kumar Ghosh [PAN ADOPG0788J] [Aadhaar No. _____], son of Late Haridas Ghosh, residing at A/17, Raj Narayan Park, (Rangkal), Boral, Kolkata-700154, Police Station Sonarpur, Post Office Boral, District South 24 Parganas

3.3 Subrata Majumder [PAN AITPM8668D] [Aadhaar No. _____],

son of Thakurdas Majumder, residing at 29, Southend Garden, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas

- 3.4 **Babulal Paul [PAN AHWPP2321G] [Aadhaar No. _____]**, son of Late Kanai Lal Paul, residing at P-21, Valley Park, Sreerampore Road, Garia, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.5 **Sumon Majumder [PAN AIUPM9056C] [Aadhaar No. _____]**, son of Thakurdas Majumder, residing at 29, Southend Garden, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.6 **Niranjan Paul [PAN BAPPP7964N] [Aadhaar No. _____]**, son of Late Satish Paul, residing at 145, Sreerampore Road, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.7 **Chanchal Paul [PAN BANPP3446F] [Aadhaar No. _____]**, son of Niranjan Paul, residing at 145, Sreerampore Road, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.8 **Dolly Paul [PAN BDSPP0178A] [Aadhaar No. _____]**, son of Chanchal Paul, residing at 145, Sreerampore Road, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.9 **Bhaja Ranjan Paul [PAN AZXPP7850R] [Aadhaar No. _____]**, son of Late Sunil Paul, residing at 1/18, B.P Township, Block-Q, Kolkata-700094, Police Station Patuli, Post Office _____, District South 24 Parganas
- 3.10 **Tanmoy Ghosh [PAN BAIPG8310E] [Aadhaar No. _____]**, son of Sadhan Ghosh, residing at AB-7, Desh Bandhu Nagar, Baguihati, Kolkata-700059, Police Station Baguihati, Post Office Baguihati, District North 24 Parganas
- 3.11 **Dilip Kumar Dutta [PAN AIAPD0409Q] [Aadhaar No. _____]**, son of Late Arun Chandra Dutta, residing at 1, Southend Garden Extension, Garia, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas

3.12 **Niva Dutta** [PAN AVCPD0709N] [Aadhaar No. _____], wife of Dilip Kumar Dutta, residing at 1, Southend Garden Extension, Garia, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas

All being represented by their constitute attorney _____ [PAN _____] [Aadhaar No. _____], son of _____, of _____, Police Station _____, Post Office _____

(collectively **Owners**, which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns)

And

3.13 **Realmark Kabyo Neer LLP** [PAN AAZFR8514R], a Limited Liability Partnership, having its registered office at RoomNo. 192, 5th Floor, Karnani Estates, 209, AJC Bose Road, Kolkata-700017, Police Station Beniapur, Post Office Circus Avenue, being represented by _____ [PAN _____] [Aadhaar No. _____], son of _____, of RoomNo. 192, 5th Floor, Karnani Estates, 209, AJC Bose Road, Kolkata-700017, Police Station Beniapur, Post Office Circus Avenue (**Developer** which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, legal representatives, successors-in-office, administrators, successors-in-interest and/or assigns)

And

3.14 _____ [PAN _____] [Aadhaar No. _____], son of _____, residing at _____, Kolkata-_____, Police Station _____, Post Office _____, District _____

3.15 _____ [PAN _____] [Aadhaar No. _____], son of _____, residing at _____, Kolkata-_____, Police Station _____, Post Office _____, District _____

(collectively **Allottees**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

The Owners and the Developer, collectively Promoters.

The Promoters and the Allottees, collectively **Parties**, individually **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:

- A. The Promoters have represented to the Allottee/s that the Owners are the joint owners of the Said Property by virtue of events and circumstances, described in **Part-II** of the **1st Schedule** below, free from all encumbrances.
- B. The title Documents of the Owners are more fully described in the **SCHEDULE – A (Part II)** hereunder;
- C. Other than the project land promoter has plan to add more Land to the entire project land and extend the complex by purchasing more adjacent land for various other phases herein after referred to as Future Phases.
- D. The Allottee further agrees to allow and hereby gives his consent to the Promoter for modification of plan to incorporate such Future Development and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Developer will also create few more facilities in the future development which will also be shared by Allottees of all phases in terms of Rule 10 of the Said Act.
- E. For the purpose of developing and commercially exploiting the Said Property by

construction and selling various flats/spaces therein (collectively **Flats**), the Owners entrusted the work of development of the Said Property to the Developer, on the terms and conditions recorded in an agreement in writing entered into between the Owners of the one part and the Developer of the other part dated _____, registered in the Office of _____, _____, _____, recorded in Book No. _____, CD Volume No. _____, at Pages from _____ to _____, being Deed No. _____ for the year _____ (**Development Agreement**). In terms of the Development Agreement, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose of certain numbers of Flats, Parking Spaces and other saleable spaces and to appropriate the entire consideration thereof.

- F. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the said Land on which Project is to be constructed have been completed;
- G. The Developer has commenced construction work on the Said property and announced sale of Flats and Parking Spaces therein. The intimation of commencement of construction has already been sent to the Rajpur-Sonarpur Municipality.
- H. By a Power Of Attorney dated _____ executed by the Owners of the One Part and the Promoter of the other Part and registered in the office of the Additional District sub-registrar, South 24 Parganas in Book No.____, Volume No.____Pages _____ to _____, Being No.____ for the year _____ the Owners granted development powers to the Promoter to undertake the development in terms of the said Development Agreement.
- I. Pursuant to the Development Agreement, for construction of the Said Project, the Developer has got a building plan sanctioned by Rajpur-Sonarpur Municipality, being Approval No. _____ dated _____ (**Sanctioned Plans**, which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, from time to time by Rajpur-Sonarpur Municipality and other Authorities).
- J. The Promoters have applied for registration the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) [**HIRA**] with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- K. The Allottee/s has/have applied for an apartment/flat in the Said Project vide Application No. _____ dated _____ and have/has been allotted, the Said Flat And Appurtenances, morefully mentioned **in Part-III** of the **2nd Schedule** below.
- L. The Parties have gone through all the terms and conditions set out in this Agreement and

understood the mutual rights and obligations detailed herein. The Parties further confirm that:

(a) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Project;

(b) 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;

(c) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee/s hereby agree to purchase the Said Flat And Appurtenances, morefully mentioned **in Part-III** of the **2nd Schedule** below.

- M. Pursuant to the aforesaid application made by the Allottee/s, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all brochures, offerings, advertisements, documents [oral or in writing, express or implied] and understandings) for sale of the Said Flat And Appurtenances to the Allottee/s.
- N. 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 and with the further understanding that the Promoter may charge different rates from different allottees for Apartments for different locations, specifications and at different times.;
- O. The parties rely on the confirmations, representation and the assurances of each other to faithfully abide by all the terms, conditions, and stipulation contained in the agreement and all applicable laws , are now willing to enter into this agreement on the terms and conditions appearing hereinafter.
- P. The Promoters intend to develop the entirety of the Said Property by constructing the Said Project, consisting of various residential blocks, and the Allottee/s hereby accept/s the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- Q. In pursuance of such intention, the Sanctioned Plans of the Said Project have been and or shall further be sanctioned by Rajpur-Sonarpur Municipality and other authorities but the Developer may also have the Building Plans of the entirety of the Said Project sanctioned as a composite plan.

- R. The rights of the Allottee/s are limited to (1) the Said Flat (2) the Land Share (3) the Share In Common Portions and (4) the right to park in the Said Parking Space (if any) and the Allottee/s hereby accept/s the same and the Allottee/s shall not, under any circumstances, raise any claim of ownership contrary to the above with respect to any other component or constituent of the Said Project.
- S. The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Property and the Allottee/s hereby accept/s the same and the Allottee/s shall not, under any circumstances, raise any objection or hindrance thereto
- T. 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 agree to purchase the Apartment and right to use of the parking (if applicable) as specified in Para _____;

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

1. TERMS

1.1. SUBJECT TO Terms and conditions as detailed in this agreement , the promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the (Apartment/Plot) as specified in para _____ above in this agreement.

1.2. The price of the (Apartment/Plot) based on the carpet area is Rs. _____ (Rupees _____) only (“Apartment price”) (Give break up and description) which includes cost of Apartment, cost of exclusive balcony or verandah area, cost of exclusive open terrace areas, proportionate cost of common area, taxes, maintenance charges . Breakup and description is more fully described in **SCHEDULE – C** hereunder written.

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	Unit Price:	[Please specify square feet rate]	[Please specify total]

B,	a) Cost of Apartment/unit		
	b) Height Escalation Charges		
	covered independent/covered dependent parking/open independent/ open dependent parking/basement independent/ basement dependent/ Mechanical car parking		
	Total		
	GST		

* Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para II etc., if/as applicable.

[AND][is/as applicable]

Garage/Covered parking - 1	Price for 1
Garage/Covered parking - 2	Price for 2
Total price (in rupees)	

Explanation:

- I. The Apartment Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];;

The Apartment Price excluding GST, Extra Charges and Deposits is as mentioned in Schedule C. Other than the Apartment Price, Buyer is liable to pay applicable GST as per the Act and extra charges and Deposits as and when required after the date of execution of this Agreement.

- II. The Total Price above includes Taxes consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter 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 subject to Clause 13 hereafter providing that the cost of maintenance of the Apartment/Building or the Project or the Project shall be carried out by the Promoter upto a maximum period of 3 months after CC which shall be included in the total price.

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;

Also Provided that the benefits arising out of implementation of GST act and rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Purchase Consideration and the Allottee shall not claim, demand or dispute in regard thereto..

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

III. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (FIFTEEN) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective

IV. The Total Price of Apartment includes recovery of proportionate 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, tiles, doors, windows, Fire detection and Fire fighting equipments in the common areas, Maintenance Charge as per para11 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Project and also, pro rata share in the Common Areas; exclusive rights in Open/Covered parking(s) (dependent/independent) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. 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 n, if any, granted to the said project by the Authority as per the Act , the same shall not be charged to the Allottee.

In case CESC or WBSEDCL decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub meters to the individual Allottees the Allottee may be required to pay proportionate Security Deposit.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **SCHEDULE- C (“Payment Plan”)**.

1.5 Payment of any instalment if made in advance shall generally be adjusted to the next instalment. No interest shall be paid by the Promoter for such Advance payments made by the Allottee or by Housing Finance Companies/Banks etc on behalf of Allottee The Promoter may however allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6 % (six per cent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of _____ Phase/Project and specifications and the nature of fixtures, fittings and amenities described herein in **Schedule V** (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 provision of the Act.

Provided that the Promoter may make such minor additions or alternations as may be required by the Allottee , or such minor changes or alternations as per the provisions of the Act

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy 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 Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 per cent of the Carpet area of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

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

(i) The Allottee shall have exclusive ownership of the Apartment ;

(ii) (a) The Allottee shall also have undivided proportionate variable 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 Promoter 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, 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 firefighting 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 his apartment as the case may be subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with open/covered parking (dependent / independent), if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Housing Project is an

independent, self-contained Project covering the said Land underneath the building 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 extension of the same Project on adjacent future land and for the purpose of integration of infrastructure and facilities for the benefit of the Allottees like Club House etc. It is clarified that Project's Infrastructure, services, facilities and amenities shall be available for use and enjoyment of the Allottees of the entire Housing Project with further future extensions. It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project/Complex (with further future extensions) shall not form a part of the declaration to be filed with the COMPETENT AUTHORITY under the **WEST BENGAL APARTMENT OWNERSHIP ACT 1972** .

1.10 The Promoter agrees to pay all outgoings before deemed 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(i.e 3 months' from Notice of Possession), 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 Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal 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 booking amount being part payment towards the Total Price of the Apartment at the time of booking the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as per Schedule – C as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount he shall be liable to pay interest at the rate specified in the Rules which at present is the prime lending rate of the State Bank of India plus two per cent p.a.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque /demand draft /PO or online payment i.e NEFT/RTGS/IMPS or other Banking mode (as applicable) in favour of '.....' payable at _____. In case of Cheque payment a process charge of Rs._____-/- plus applicable GST will be charged.

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

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

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

(i) **Time is essence for the Promoter as well as the Allottee.** The Promoter shall abide by the time schedule for completing the project/phase 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 in the Phase to the association of the Allottees after receiving the occupancy certificate* or the completion certificate/partial completion or both, as the case may be subject to the same being formed and registered as per local law.

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 Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Corporation Act, 2006 [Please insert the relevant State laws] and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/ PLOT

7.1 **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of the Allottees, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in

place on _____ with a grace period of six months (**Completion date**) . unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity, order, rule, notification of the government and/or other public or competent authority/court _____ and/or _____ 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 Promoter shall be entitled to the extension of time for delivery of possession of the Apartment and the same shall **not** include the period of extension given by the Authority for registration,

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Promoter will be entitled to give block-wise and phase-wise possession upon obtaining the Completion Certificate/ Partial Completion Certificate of a building block or a particular phase as the case may be irrespective of the fact that construction of other Blocks and/or other phases and/or provision of facilities /Amenities may be incomplete. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.2 PROCEDURE FOR TAKING POSSESSION-

(i) The Promoter, upon obtaining the occupancy certificate/Completion Certificate/Partial Completion 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 2 (two) months from the date of issue of such certificate (Provided that , in the absence of local law the Conveyance Deed in favor of the Allottee shall be carried out by the Promoter within 3

months from the date of issue of Occupancy Certificate/Completion Certificate/Partial Completion Certificate as the case may be). However, upon the Promoter giving a written notice, the Promoter shall give and the Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice . The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing after receiving the occupancy certificate/ completion certificate (notice of possession). The Promoter shall hand over the photocopy of the Completion Certificate of the Project to the Allottee at the time of conveyance of the same.

(i) At the time of registration of conveyance or Lease of the structure of the building or wing of the building to the Association of Allottees, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the said land to be executed in favour of the Apex Body or Federation.

7.3 Failure of Allottee to take the possession of [Apartment/Plot]:

(i) Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and/or prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay interest on amounts due and payable in terms of this agreement , maintenance charges, municipal tax and other outgoings and further holding charge of Rs. _____per month as Guarding Charges for the period of delay in taking possession.

7.4 Possession by the Allottee - After obtaining the Completion Certificate certificate /partial completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas to the association of the Allottee on its

formation or the competent authority, as the case may be, as per the local laws.

Provided that in the absence of any local law, the Promoter shall hand over the necessary documents and plans including common areas to the Association of Allottees within 30 days after obtaining the completion/partial completion certificate or as per local laws.

7.5 Cancellation by Allottee-

(i) The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:

Provided that subject to clause 7.5 (ii) below where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit 10% of the consideration and the applicable GST on such cancellation charges. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

7.6 Compensation-

(a) The Promoter/Owner 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 but such liability shall cease with the handing over of the Common areas and the common purposes to the Association of Allottees.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the *[Apartment]* (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter 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/Plot]*, with interest at the rate specified in the Rules within forty five days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the *[Apartment]* which shall be paid by the Promoter to the Allottee within forty five days of its becoming due..

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said project/phase Land; the requisite authority and rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project. On the basis of the title assurances by the Owners and/or their Advocates and after referring to the papers and documents supplied by them the Promoter shall ensure the Owner's title;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project:

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land at present, 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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) 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, after the rights of Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement ;
- (ix) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the 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 Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said 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 Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:

(i) Promoter fails to provide ready to move possession of the Apartment to the Allottee within the time period specified or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. 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 as agreed to between the parties and for which Completion Certificate has been issued by the Competent Authority.

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

9.2 In case of default by Promoter under the conditions listed above, Allottee is entitled to the following:

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, alongwith interest at the rate specified in the rules within forty-five days of receiving the termination notice subject to allottee fulfilling all formalities on its part as more fully mentioned in para/clause 7 of this Agreement.;

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over the possession of the Apartment which shall be paid by the Promoter to the Allottee within 45 days of its becoming due...

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions..

9.3 The Allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated. 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 more than 15 days from scheduled date and demands made by the Promoter as per the payment plan as per **Schedule -C**, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified herein.
- (ii) In case of Default by Allottee in payment of either the instalment or the interest or both under the condition listed above continues for a period beyond two consecutive months after the notice from the promoter in this regard, the promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount of money paid to him by the allottee by deducting the booking amount of 10% of total consideration and interest liabilities and the applicable GST payable on such Cancellation charges and this Agreement shall thereupon stand terminated .

Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination

10 CONVEYANCE OF THE SAID APARTMENT

(i) The promoter on receipt of complete amount of the price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy/Completion certificate.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till full and final payment 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, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11 MAINTENANCE OF THE SAID BUILDING / APARTMENT/ PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project for three months or till the taking over of the maintenance of the project/ phase by the association of Allottees upon the issuance of the completion certificate of the project whichever is earlier. The cost of such maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. In case the formation of the Association is delayed beyond the said period, due to no fault of the Developer; the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/ Maintenance agency/ association of allottees shall have rights of unrestricted access of all Common Areas, garages/ closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/ or maintenance agency to enter into the 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 Complex, 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's etc. and other permitted uses as per sanctioned plans or requirement of the Project. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces or specifically sanctioned and allotted for that purpose to any Allottee, 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. It shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage 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, building therein or common areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. It is agreed recorded that the Promoter shall have exclusive right to place Hoarding, Neon Sign on the stair head room and Lift Machine room.

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

17. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project/Phase after the building plan, lay-out 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 save and except vertical increase in the Floor as agreed or as per the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

19. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 [*Please insert name of the Apartment Ownership Act*]. The Promoter showing compliance of various laws/regulations as applicable in the said Act .

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule 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 for the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and 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 the 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 the 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, implied or oral, if any, between the Parties in regard to the said Apartment/Plot/Building, as the case may be.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/ SUBSEQUENT ALLOTTEES

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

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoter may, at its sole option and discretions, 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.

24.2 Failure on the part of the Promoter 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 provisions.

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

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

Wherever in this Agreement it is stipulated that the Allottees 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/ Housing Complex/ Future Extensions..

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other Place as may be decided by the Promoter, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter

or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub- Registrar/ District Sub Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below or through respective E. Mail Id.:

For Owners

(i) _____

(ii) For Allottee

(i) For Promoter

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

30. JOINT ALLOTTEES

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

31. SAVINGS

Any Expression of Interest, the Booking letter, agreement or any other document signed by the Allottee in respect of the Apartment/Plot/Building prior to the execution and registration of this Agreement for Sale for such Apartment shall not be construed to limit the right and interest of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

34. *Disclaimer: That all terms and conditions as mentioned herein below are as per the contractual understanding between the parties and are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*

35. EXTRA CHARGES PAYMENT –

The Total Consideration shall be paid by the Allottee/s in the manner mentioned in the Payment Plan, more fully mentioned in the **Part-II** of the **4th Schedule** below, time being the essence of contract. The Allottee/s agree/s and covenant/s not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Allottee/s has/have paid the entirety of the Total Consideration and all other amounts agreed to be paid or deposited under this Agreement.

(i) **Legal Fees:** Rs. _____/- (Rupees _____-) @ per flat as documentation charge for this Agreement and all further documents in pursuance of this Agreement. 50% (fifty percent) of the documentation charge shall be paid at the time of this Agreement and the balance 50% (fifty percent) shall be paid on the Date Of Possession (defined in Clause _____ below) to the Developer. Stamp duty, registration fees, fixed miscellaneous expenses for registration and all other fees and charges, if any, shall be borne by the Allottee/s and paid directly to the concern person 7 (seven) days prior to the date of registration.

- (xi) **Association Formation Charge:** The Allottee/s shall pay to the Developer a sum of Rs. _____/- (Rupees _____) @ per flat towards forming of association of the flat owners.
- (xii) **Common Expenses/Maintenance Deposit:** interest free deposit as security for payment of Common Expenses/Maintenance Charges, a sum of Rs. _____/- (_____) @ per square feet, per month, for 12 (Twelve) months (payable at the time of possession), to be calculated on the super built-up area, from the Date Of Possession (defined in Clause _____ below) (**Common Expenses/Maintenance Deposit**), which shall be handed over to the Association, upon formation.
- (xiii) **Sinking Fund:** interest free deposit as sinking fund for replacement, renovation and/or other periodic expenses @Rs. _____/- (Rupees _____-) per square feet, to be calculated on super built up area. The entirety of the Sinking Fund shall be deposited by the Buyer on the Date Of Possession (defined in Clause _____ below).
- (xiv) **Increase or Decrease in Total Consideration:** The Total Consideration shall increase or decrease on the basis of the final measurement, at the rate at which the Total Consideration has been computed.
- (xv) **Cancellation Charge:** In case the Allottee/s commit/s default in making payment of the consideration mentioned herein or in observing his/her/their covenants herein within time then in such event, the Promoters shall give 1 (one) months' notice in writing to the Allottee/s setting out the default or breach complained of and calling upon the Allottee/s to remedy the default or breach complained of and if on the expiry of such notice, the Allottee/s continue/s the default or breach, then this agreement shall at the option of the Developer stand terminated and rescinded and also if the Allottee/s wish/s to cancel and/or withdraw from the Agreement of his/her/their own volition then in both such events the Developer shall become entitled to enjoy and/or transfer the Said Flat and the Said Car Parking Space to any person without in any way becoming liable to the Allottee/s and upon the Developer only after having entered into a contract for sale of the Said Flat and the Said Car Parking Space with any new buyer or buyers, only thereafter the Developer shall refund to the Allottee/s the earnest money paid by the Allottee/s to the Developer

after deduction of a sum equivalent to 10% (ten percent) of the consideration as and by way of pre-determined compensation/liquidated damages or service charges.

- (xvi) **Rates & Taxes Deposit:** Simultaneously with the payment of the last installment of the Total Consideration, the Allottee/s shall pay and deposit a sum of Rs. _____/- (Rupees _____) per square feet of the super built-up area of Said Flat, with the Developer (**Rates & Taxes Deposit**) towards timely payment for Land Revenue (*Khazna/Municipal Tax*), surcharge, levies, cess etc. (collectively **Rates & es**), as be assessed for the Said Flat And Appurtenances, from the Date Of Possession Notice (defined in Clause _____ below), by the Rajpur-Sonarpur Municipality and the Block Land and Land Reforms Office, respectively. The Rates & Taxes Deposit shall be held by the Developer, free of interest, as security for timely payment of Rates & Taxes by the Allottee/s and in the event of any non-payment/default by the Allottee/s in paying Rates & Taxes, the Developer shall be entitled to deduct from the Rates & Taxes Deposit the amount in default. It is clarified that the Rates & Taxes Deposit (less deductions made but not replenished, if applicable) shall be transferred by the Developer to the Association (upon formation) and the Association (upon formation) shall be entitled to hold the same on the terms and conditions and in the same manner as the Developer, as mentioned above.

36. Possession

- 36.1 **Possession of Said Flat and Said Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Said Parking Space, if any, usable, the Developer shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:
- 36.2 **Possession Notice:** On the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure and other circumstances mentioned in Clause _____ above), the Developer shall serve a notice on the Allottee/s (**Possession Notice**) calling upon the Allottee/s to take physical possession. Within 21 (twenty one) days from the date of the Possession Notice (**Date Of Possession Notice**), the Allottee/s shall be bound to take over physical possession of the Said Flat and the Said Parking Space (if any) after fulfilling all obligations under this Agreement, including payment of all amounts due (if any) under this Agreement, failing which it shall be deemed that the Allottee/s

has/have taken possession on the 22nd day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, **Date Of Possession**). From the Date of Possession Notice, the Allottee/s shall become liable to pay all outgoings (such as Maintenance Charge, Common Expenses and Rates & Taxes), irrespective of whether the Allottee/s take/s physical possession of the Said Flat and Appurtenances. In case the deeming provision comes into force, the Allottee/s confirm/s that the Allottee/s shall not claim to be in physical possession of the Said Flat and Appurtenances and the same shall be received by the Allottee/s only upon clearing all dues and performing all obligations. Further, in case the Allottee/s fail/s to take possession within the time provided herein such Allottee/s shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, Maintenance Charges as specified herein, municipal tax and other outgoings and further holding charge of Rs. _____/- (Rupees _____) per month or part thereof for the period of delay of to taking possession.

36.3 **Meaning of Completion:** The Promoters agree/s and understand/s that timely delivery of possession of the Said Flat And Appurtenances to the Allottee/s and the Common Areas to the Association of Allottee/s is the essence of the Agreement.

36.4 **Complete Satisfaction on Possession:** Subject to the provisions of Clause _____ below, on the Date of Possession, the Allottee/s shall be deemed to be completely satisfied with all aspects of the Said Flat and Appurtenances, including the carpet area of the Said Flat.

36.5 **Possession by the Allottee/s-** After obtaining the completion certificate and handing over physical possession of the Said Flat And Appurtenances to the Allottee/s, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees upon its formation and Registration; Provided that, in the absence of any local law, the Promoters shall handover the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, within 30 (thirty) days after formation and registration of the Association of Allottees.

36.6 **Commencement of Outgoings:** From the Date of Possession Notice, all outgoings in respect of the Said Flat and Appurtenances, including Maintenance Charge, Common

Expenses and Rates & Taxes shall become payable by the Allottee/s.

36.7 **Restriction on Alienation:** Before taking actual physical possession of the Said Flat by the Allottee/s in terms of clause hereinabove, the Allottee/s shall not deal with, let out, encumber, transfer or alienate the Said Flat or the rights of the Allottee/s hereunder without the consent in writing of the Developer first had and obtained **provided that** the Allottee/s may do so in case the Allottee/s is/are not in any manner in default in observance of his/her/its/their obligations hereunder but subject nevertheless to the following terms and conditions:

- (i) Any such nomination, transfer, letting out or alienation shall be subject to the terms conditions Agreements and covenants contained hereunder and on the part of the Allottee/s to be observed fulfilled and performed and which would be required to be observed, fulfilled and performed by the Allottee/s only;
- (ii) The Allottee/s shall have previously informed the Developer in writing of the full particulars of such nominee, tenant and/or occupant, it being clarified that in case of leasing out or letting out, the Allottee/s shall also inform to the Developer the full particulars of the rent and all other charges and benefits receivable by the Allottee/s in respect thereof to the extent necessary for assessment of the liability for rates and Taxes and other impositions;
- (iii) The Allottee/s shall be liable to pay all increase in the municipal rates and taxes and other outgoings as may be occasioned due to aforesaid leasing out or letting out.
- (iv) There will be no privity whatsoever between the Developer and the nominee or new transferee before and until a Deed of Conveyance is granted by the Promoters and/or until the nomination has been accepted expressly in writing. The Developer shall be entitled to refuse to accept nomination without assigning reasons.

37. **Covenants**

37.1 **Allottee/s' Covenants:** The Allottee/s covenant/s with the Promoters (which expression includes the Association (upon formation) in all Sub-Clauses of Clause _____, wherever applicable) and admit/s and accept/s that:

37.1.1 **Allottee/s Aware/s of and Satisfied with Common Portions and Specifications:** The Allottee/s, upon full satisfaction and with complete knowledge of the Common

Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Allottee/s has/have examined and is acquainted with the Said Project/Said Block and has/have agreed that the Allottee/s shall neither have nor shall claim any right over any portion of the Said Block/Said Project **save and except** the Said Flat And Appurtenances.

37.1.2 **Allottee/s to Mutate and Pay Rates & Taxes:** Subject to the provisions of Clauses _____, the Allottee/s shall (1) pay all fees and charges and cause mutation in the name of the Allottee/s in the records of all local authorities and the office of the BL&LRO, within 30 (thirty) days from the Date Of Possession and (2) pay the Rates & Taxes (proportionately for the Said Block and wholly for the Said Flat And Appurtenances from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Allottee/s), on the basis of the bills/demand to be raised by the Promoters and/or local authorities and the BL&LRO, such bills/demands being conclusive proof of the liability of the Allottee/s in respect thereof. The Allottee/s further admit/s and accept/s that the Allottee/s shall not claim any deduction or abatement in the aforesaid bills/demands. The Allottee/s further admit/s and accept/s that the Allottee/s shall not claim any deduction or abatement in the bills of the Developer/the Facility Manager or the Association (upon formation).

37.1.3 **Allottee/s to Pay Maintenance Charge and Common Expenses:** Subject to the provisions of Clause _____ above, the Allottee/s shall pay the Maintenance Charge and Common Expenses on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee/s in respect thereof. The Allottee/s further admit/s and accept/s that (1) the Allottee/s shall not claim any deduction or abatement in the bills relating to Maintenance Charge and Common Expenses and (2) the Maintenance Charge and Common Expenses shall be subject to variation from time to time, at the sole discretion of the Promoters/the Facility Manager/the Association (upon formation).

37.1.4 **Allottee/s to Pay Interest for Delay and/or Default:** The Allottee/s shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer, within 7 (seven) days of presentation thereof, failing which the Allottee/s shall pay interest @ 18% (eighteen percent) per annum or part thereof, for the period of delay, computed from the date the payment became due till the date of payment, to the Developer. The Allottee/s also

admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee/s and the Allottee/s shall be disallowed from using the Common Portions.

- 37.1.5 **Promoters' Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Allottee/s to the Promoters **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- 14.1.6 **No Rights of or Obstruction by Allottee/s:** All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.
- 37.1.7 **Allottee/s to Participate in Formation of Association:** Subject to the provisions of Clause _____, the Allottee/s admit/s and accept/s that the Allottee/s and the other Intending Buyers of Flats in the Said Block form the Association and the Allottee/s shall become the member thereof The Allottee/s shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard, the Allottee/s shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions. Each Flat owner will be entitled to cast a vote irrespective of his/her/its size of Flat. The Buyer further admits and accepts that the Buyer shall not object to the Intending Buyers of the Said Building joining the Association.
- 37.1.8 **Obligations of Allottee/s:** The Allottee/s shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Common Portions, the Specified Facilities by the Developer/the Facility Manager/the Club Manager, as applicable.

- (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association for the beneficial common enjoyment of the Said Block and the Common Portions.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions, from the Date Of Possession.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Flat owners. The main electric meter shall be installed only at the common meter space in the Said Block. The Allottee/s shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block and outside walls of the Said Block **save** in the manner indicated by the Developer/the Facility Manager/the Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Allottee/s use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Allottee/s shall also not use or allow the Said Flat to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummery, hostel, boarding house, restaurant, nursing home, club, coaching center or other public gathering place.
- (f) **Maintenance of Said Flat:** repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes etc. inside the Said Flat at the cost of the Allottee/s.
- (g) **Use of Common Toilets:** ensure that the domestic help/service providers visiting the Said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons/Dustbins:** use the spittoons/dustbins located at various places.

- (i) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Allottee/s makes any alterations/changes, the Allottee/s shall compensate the Developer/the Association (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.

- (j) **No Structural Alteration And Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Block/Said Project. The Allottee/s shall not install any dish-antenna on the balcony and/or windows of the Said Block and/or on any external part of the Said Block. The Allottee/s shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner save and except such grills on the railings of the balcony, which may be specifically designed by the Architect for that purpose. Grills may be installed by the Allottee/s on the inner side of the doors and windows of the Said Flat. The Allottee/s shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Allottee/s that no out-door units of split air-conditioners will be installed on the external walls of the Said Block and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee/s shall install the out-door unit of the same either inside the Allottee/s' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee/s accept/s that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Block, which is beneficial to all.

- (k) **No Sub-Division:** not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.

- (l) **No Changing Name:** not change/alter/modify the names of the Said Block/Said Project from that mentioned in this Agreement.

- (m) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Said Parking Space (if any) or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (n) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (o) **No Obstruction to Developer/Club Manager/Facility Manager/Association:** not obstruct the Developer/the Club Manager/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Block and selling or granting rights to any person and/or on any part of the Said Block(excepting the Said Flat and the Said Parking Space, if any).
- (p) **No Obstruction of Common Portions/Specified Facilities:** not obstruct the pathways and passages of the Common Portions or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space (if any).
- (q) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/Facility Manager/Club Manager/Association (upon formation) for the use of the Common Portions.
- (r) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated therefore.
- (s) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space (if any), the Common Portions, the Said Property and the Said Block/Said Project, including but not limited to acts of vandalism, putting up posters and graffiti etc.

- (t) **No Storing of Hazardious Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat, the Parking Space (if any), the Common Portions, the Said Property and the Said Block/Said Project. Further no parking of two wheeler/s or car/s should be allowed or permitted in any area other than specified to the Allottee/s specifically.
- (u) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Block **save** at the place or places provided thereof **provided that** this shall not prevent the Allottee/s from displaying a standardized name plate outside the main door of the Said Flat.
- (v) **No Floor Damage:** 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.
- (w) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Said Parking Space (if any).
- (x) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (y) **No Damage to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Allottee/s or the family members, invitees, servants, agents or employees of the Allottee/s, the Allottee/s shall compensate for the same.
- (z) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
- (aa) **No Smoking in Public Place:** not smoke in public places of the Said Block and the Allottee/s and his/her /their guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.

- (ab) **No Plucking Flowers:** not pluck flowers or stems from the gardens.
- (ac) **No Littering:** not throw or allow to be thrown litter in the Said Block.
- (ad) **No Trespassing:** not trespass or allow to be trespassed over lawns and green plans within the Said Block.
- (ae) **No Overloading Lifts:** not overload the passengers lifts and move goods only through staircase of the Said Block.
- (af) **No Use of Lifts in Case of Fire:** not use the lifts in case of fire.
- (ag) **No Covering of Common Portions, Specified Facilities etc.:** not cover the Common Portions or the Specified Facilities, fire exits and balconies/terraces (if any) of the Said Flat.

37.1.11 **Notification Regarding Letting/Transfer:** If the Allottee/s let/s out or sells the Said Flat And Appurtenances, the Allottee/s shall immediately notify the Developer/Facility Manager/the Association (upon formation) of the tenant's/transferee's name, address and telephone number.

37.1.12 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottee/s has/have accepted the scheme of the Developer to construct/develop the Said Block and to construct on other portions of the Said Property and hence the Allottee/s has/have no objection to the continuance of construction in the other portions of the Said Block, even after the Date Of Possession Notice. The Allottee/s shall not raise any objection arising out of the said construction/developmental activity.

37.1.13 **No Right in Other Areas:** Excepting only User Rights on Specified Facilities, the Allottee/s shall not have any right in the other portions of the Said Property/Said Block.

37.1.14 **Roof Rights:** The top roof of the Said Building shall remain common to all Intending Buyers of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. Notwithstanding the above, the Developer shall always have the right of further

construction on the entirety of the Common Roof and the Buyer specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have be the Common Roof for common use of all Intending Buyers of the Said Building.

37.1.15 **No Objection In Use of Common Portions etc:** The Allottee/s hereby expressly agree/s and covenant/s with the Developer that, the Allottee/s shall not raise any objection of any nature whatsoever, if the other owners of any adjacent Project [developed or to be developed by the Developer] use the Common Portion along with the Allottee/s.

37.1.16 **Easements And Quasi-easements:** The Allottee/s shall allow each co-other, the Owners, the Developer and the Association, upon formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:

- (a) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.
- (b) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Property/Said Block.
- (c) **Right Over Common Portions:** The absolute unfettered and unencumbered right over the Common Portions subject to the terms and conditions herein contained.
- (d) **Appurtenances of Said Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances.
- (e) **Right of Entry:** The rights to use the pathways, ways, Said Property and/or Common Portion of the Said Block to enter, use and enjoy any adjacent Said Project and/or any other Said Project.

37.2 **Promoters Covenants:** The Promoters [Owners and the Developer] covenant with the Allottee/s and admit/s and accept/s that:

37.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Owners and the Developer by executing conveyance in favour of the Allottee/s provided the Allottee/s pays all amounts required for the same.

37.2.2 **Documentation for Loan:** The Promoters shall provide to the Allottee/s all available documents so that the Allottee/s may get loan from banks and financial institutions.

37.2.3 **No Interruption:** The Allottee/s shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the Said Project nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the building is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Allottee/s or because of any act or omission on the part of the Allottee/s, the Promoters are restrained from construction of the Said Building and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Promoters may have the Allottee/s shall be liable to compensate and also indemnify the Promoters for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by them.

38. Additional Constructions

The Promoters undertake that the Promoters have no right to make additions or to put up additional structure(s) anywhere in the Said 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.

39. Promoters Shall Not Mortgage Or Create A Charge

After the Promoters execute/s this Agreement the Promoters shall not mortgage or create a charge on the Said Flat 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/s who has/have taken or agreed to take such Said Flat. During the period of construction or before that, the Promoters may obtain construction finance but without creating any liability on Allottee/s.

40. 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 Flat And Appurtenances.

41. Right To Amend

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

42. Provisions of this Agreement applicable on Allottee/s / Subsequent Allottee/s:

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

1st Schedule

Part-I

(Said Property)

All That specially demarcated piece and parcel of land classified as '*Danga*', admeasuring an area of 138 (one hundred and thirty eight) decimal, more or less equivalent to 83 (eighty three) *cottah* 9 (nine) *chittack* and 12 (twelve) square feet, more or less out of total land measuring 157 (one hundred and fifty seven) decimal having rayati rights therein, lying at *Mouza* Manikpore, Pargana Margura, *Touzi* No. 25, J.L. No. 77, R.S. No. 226, being (i) 52 (fifty two) decimal, more or less formerly in R.S and L.R *Dag* No. 213 under R.S. *Khatian* Nos. 82 And (ii) 24 (twenty four) decimal out of 43 (forty three) decimal R.S and L.R *Dag* No 353 under R.S. *Khatian* No. 38 And (iii) 41 (forty one) decimal in R.S and L.R *Dag* No 354 under R.S. *Khatian* No. 387, And (iv) 21 (twenty one) decimal in R.S and L.R *Dag* No 355 under R.S. *Khatian* No. 138 at present lying within the local limits of Rajpur-Sonarpur Municipality under Ward No. 23, Presently being portion of Holding No. 484, Ghoshal Para, under Police Station and Sub- Registry Office at Sonarpur, District- South 24 Parganas which at present recorded in the name of the present owners under L.R *Khatian* Nos. 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627,1628,1629,1630 and butted and bounded as follows:-

North : Part portion of R.S. *Dag* -353, & Land of R. S *Dag* No- 214,209;

South : Municipal Road and Land of R.S.-382,356,357;

East : Land of R.S *Dag* No 212,359,358;

West : Municipal Road & Part portion of R.S. *Dag* No-353;

Part-II
(Devolution of Title)

- A. By a Bengali Deed of Sale dated 17th December, 1935, registered in the Office of the Sadar Registrar, Alipore, South 24 Parganas, in Book No. I, Volume No.105, at Pages from 205 to 208, Being No. 5126, for the year 1935, Harisadan Das duly purchased and acquired at and for a consideration mentioned therein from one Hemangini Dasi, All That the piece and parcel of land classified as 'Danga', admeasuring an area of 105 (one hundred and five) decimal, more or less, situate, lying at Mouza Manikpur,, Touzi No. 95 & 412, comprised in Khatian Nos. 45 and 387, R.S. Dag Nos.353, 354 and355, within the limits of Rajpur -Sonarpur Municipality, Said PropertyDistrict of South 24 Parganas. (First Portion of Mother Property)
- B. By another Bengali Deed of Sale dated dated 7th December, 1949, registered in the Office of the Sub Registrar, Baruipur, South 24 Parganas, in Book No. I, Volume No.66, being Deed No. 5693, for the year 1949, Harisadan Das further purchased and acquired at and for a consideration mentioned therein from one Motilal Das, Sailendra Nath Das and Dukhiram Das All That the piece and parcel of land classified as 'Danga', admeasuring an area of 52 (fifty two) decimal, more or less, situate, lying at Mouza –Manikpur,, Touzi No. 95. J.L. No. 77, R.S. No. 226, comprised in R.S. Khatian No. 82, R.S. Dag No. 213, within the limits of Rajpur Sonarpur Municipality, District of South 24 Parganas. (Second Portion of Mother Property)Said Property
- C. Thus, by virtue of the aforesaid purchases Harisadan Das became the sole and absolute owner of the First Portion of Said Property and the Second Portion of Said Property, Said PropertySaid Propertycollectively admeasuring 157 (one hundred and fifty seven) decimal, more or less, (collectively Mother Property).
- D. By a Bengali Deed of Sale dated dated 17th January, 1967, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I, Volume No.8, at Pages 162 to 169, Being Deed No. 202, for the year 1967, Harisadan Das sold the entirety of the Mother Property to Lila Rani MukherjeeSaid PropertySaid Property.
- E. Rani Mukherjee died intestate on 10/09/1983 leaving behind her husband namely, Ajit Kumar Mukherjee, and 2 (two) sons, namely, Ashis Kumar Mukherjee and Ashim Kumar

Mukherjee and 2 (two) daughters, namely, , Swati Bhattacharjee and Shika Ganguly, as her only legal heirs and heiresses (collectively Legal Heirs Of Late Lila Rani Mukherjee), who jointly and in equal share inherited the entirety of the Said Property. .

- F. By a Deed of Partition dated 9th March, 1990, registered in the Office of the Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 93, at Pages 29 to 69, being Deed No. 3183, for the year 1990, executed between the Legal Heirs Of Late Lila Rani Mukherjee, Ashim Kumar Mukherjee, being one of the Legal Heirs Of Late Lila Rani Mukherjee has been allotted the Said Property, absolutely . Subsequently, the Said Property has been numbered and came to be known as Municipal Premises No. 484 & 487(For,erly municipal holding no 383), Ghosal Para within Ward No. 23 of Rajpur Sonarpur Municipality.
- G. That by a Deed of Conveyance dated 14th May, 2013, registered in the Office of the Additional District Sub -Registrar, Sonarpur, recorded in Book No. -I, Volume No.13,at Pages from 1817 to 1837, Being Deed No. 05845, for the year 2013, Ashim Kumar Mukherjee transferred, conveyed unto and in favour of the Owners herein out of the said Property All That the demarcated piece and parcel of land classified as ‘Danga’, admeasuring an area of 138 (one hundred and thirty eight) decimal, more or less, out of the Mother Property morefully described in the 1st SCHEDULE hereunder written (Said Property).
- H. The Owners have entered into a Development Agreement dated 16th January, 2014, registered in the Office of the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 1, at Page from 7213 to 7231, Being Deed No. 00430, for the year 2014 with Pacefic Developer Private Limited (PAN AAHCP2327D), a company incorporated under the provision of the Companies Act. 1956 having it registered office at 42, Sreerampore East, Garia, Police Station Patuli, Kolkata 700084 and has also executed a General Power of Attorney dated 16th January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 1, Page from 7193 to 7212, being Deed No. 00431, for the year 2014 in favour of the Pacefic Developer Private Limited. And thus have appointed Pacefic Developer Private Limited as developer of the Said Property. But, subsequently, the Owners and Pacefic Developer Private Limited have decided not to go ahead with the said Development Agreement and have

amicably decided to cancel the said Development Agreement. The aforesaid cancellation was recorded in the cancellation of the Development Agreement dated _____,

- I. The Owners have entered into a Development Agreement dated 31st March, 2017, registered in the Office of the District Sub-Registrar, D.S.R. IV, South 24 parganas, in Book No. I, CD Volume No. 1604-2017, at Page from 42418 to 42515, Being Deed No. 01499, for the year 2017 with the Realmark Realty Private Limited and has also executed a General Power of Attorney dated 31st March, 2017, registered in the Office of the District Sub-Registrar, D.S.R. IV, South 24 parganas, in Book No. I, CD Volume No. 1604-2017, Page from 42123 to 42171, being Deed No. 01506, for the year 2017 in favour of the the Realmark Realty Private Limited. And thus have appointed Realmark Realty Private Limited as developer of the Said Property. But, subsequently, the Owners and Realmark Realty Private Limited have decided not to go ahead with the said Development Agreement and have amicably decided to cancel the said Development Agreement. The aforesaid cancellation was recorded in the cancellation of the Development Agreement dated _____,
- J. The within named Owners and the Developer agreed to that the Developer shall be at liberty to construct the New Building at the Said Property entirely at the cost and expenses of the Developer, in accordance with the drawings, plans and specification as would be sanctioned by Rajpur-Sonarpur Municipality and/or by any other authority subject to modification and/or deviation and/or addition and/or alteration as the case may be on the basis of the terms and condition contained hereinafter appearing.

2nd Schedule

Part I

(Said Flat)

Residential Flat No. _____ on _____ floor, having super built-up area measuring _____ (_____) more or less corresponding to carpet area measuring _____ (_____) square feet, more or less, comprised in Block _____, delineated on the **Plan B** annexed hereto and bordered in colour **Red** thereon in the proposed residential project to be called as "**Kabyo Neer**" (**Said Project**), to be constructed on the Said Property, being divided and demarcated portion of land situates, lying at and being a portion of Municipal Holding Nos. 484 and 487, Ghosh Para (formerly Municipal Holding No. 383, Ghosh Para], Police Station Sonarpur, Post Office

Sonarpur, within Ward No. 23 of the Rajpur-Sonarpur Municipality, Additional District sub-Registration Sonarpur, District South 24 Parganas, more fully described in the **Part-I** of the **1st Schedule** above.

Part II
(Said Parking Space)

Car Parking for Medium Sized Car – Right to Park

Sl. No.	Quantity in No.	Covered/Open
1		

Part III
(Said Flat And Appurtenances)
[Subject Matter of Agreement]

The Said Flat, being the flat described in **Part I** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The right to park in the Said Parking Space, being the car/two wheeler parking space/s described in **Part II** of the **2nd Schedule** above, if any.

3rd Schedule
(Common Portions/Area)

- | | |
|--------------------------------------|--------------------------------------|
| • Per friendly zone | • Plantation all around the driveway |
| • Landscaped Garden | • Terrace Gazabo |
| • Fitness Gymnasium | • Intercom Facility |
| • Swimming pool | • CCTV Surveillance |
| • Beautiful Entrance Lobby with Gate | • Multipurpose court |
| • Outdoor Children’s Play Area | • Yoga & Meditation Area |
| • Indoor Games Room | • 24 Hour Power Back up |

- | | |
|---|---|
| <ul style="list-style-type: none"> • Waterfall feature • Community hall with kitchen & bathroom | <ul style="list-style-type: none"> • Sun deck • Designer pergola • Jogging track |
|---|---|

4th Schedule

Part-I

(Total Consideration)

The Total Consideration payable for the Said Flat is Rs. _____ (Rupees _____) and Rs. _____, for Said Parking space in the Garage /Covered /Open thus totalling to Rs _____/- (_____) for the Said Flat and Appurtenances

Part-II

(Payment Plan)

Sl.	Payment Schedule	Amount
1	On Booking	Rs. 51,000/-
2	On Agreement	10% of total consideration + Applicable Tax (inclusive of the Application Money)
3	On Registration of Agreement	10% of total consideration + Applicable Tax
4	On of Foundation	10% of total consideration + Applicable Tax
5	On 1 st Floor Casting	10% of total consideration + Applicable Tax
6	On 2 nd Floor Casting	10% of total consideration + Applicable Tax
7	On 3 rd Floor Casting	10% of total consideration + Applicable Tax

8	On 4 th Floor Casting	10% of total consideration + Applicable Tax
10	On Brick Works	10% of total consideration + Applicable Tax
11	On Flooring	10% of total consideration + Applicable Tax
15	On Possession	10% of total consideration + Applicable Tax

In addition to the Total Consideration, the Alottee/s shall also pay to the Promoters, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

Electricity: obtaining HT/LT electricity supply from the supply agency, which is Rs.75/- (Rupees seventy five) per square feet, based on the super built-up area of Said Flat And Appurtenances, to the Promoters.	On the Date Of Possession
Electricity Meter for Common Areas: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter.	
Generator: stand-by power supply to the Said Flat from diesel generators, @ Rs.25/- (Rupees twenty five) per sq. ft.	50% (fifty percent) of the documentation charge shall be paid at the time of this Agreement and the balance 50% (fifty percent) shall be paid on the Date Of Possession

Betterment Fees: betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Property or the Said Flat And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.	

5th Schedule
(Specifications)

Structure	:	RCC frame and brick wall
Exterior Wall	:	Weather coat / Texture Paint finish
Interior Wall	:	POP Finish on walls & ceiling
Ground Lobby and Stairs	:	Decorated lobby with Marble, Granite or Tiles finish
Flooring	:	Vitrified tiles in all bedrooms and living/dining
Doors	:	Painted flush door with magic eye in main door and frame of Salwood
Windows	:	Powder coated aluminum sliding windows with glass along with integrated grills
Toilet	:	Anti-skid floor tiles, ceramic wall tiles upto door height. CP fittings and white sanitary wares of reputed make. Geyser points in all toilets
Kitchen	:	Anti-skid flooring with granite counter. Ceramic tiles wall cladding upto 3 feet over the counter One stainless steel sink. Three 15A plug points and two

5A plug points

- Electricals** : Concealed Insulated Copper wiring with
Sufficient switches and MCB in each flat.
AC point in all bedrooms and living/dining.
Generator back up
- Lift** : Two automatic lifts
- Fire Fighting** : Equipped with modern fire fighting system and
equipments.

6th Schedule

(Whole Project Included Amenities)

*(Being description of the common areas, facilities and amenities in the
Whole Project that may be usable by the Allottee on a non-exclusive
basis along with allottee/s/occupants in the Whole Project)*

Sr. No.	Whole Project Included Amenities
1.	Club
2.	Driveways, fire tender paths, walkways and landscaped green areas
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	Sky Walk and all areas/spaces for convenient access to the Sky Walk
5.	All other areas, facilities and amenities for common use and enjoyment of Said

7th Schedule

(Covenants)

The Allottee/s covenant/s with the Promoters (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admit/s and accept/s that:

1. **Satisfaction of Allottee:** The Allottee/s is/are acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Developer, the sanctioned plans, all the background papers, the right of the Owners and the Developer to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee/s and the negative covenants mentioned in this Agreement and the Allottee/s hereby accepts the same and shall not raise any objection with regard thereto.
2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee/s, upon full satisfaction and with complete knowledge of the Common Areas (described in 3rd Schedule above) and Specifications (described in 5th Schedule above) and all other ancillary matters, is entering into this Agreement. The Allottee/s have examined and is acquainted with the Said Block and has agreed that the Allottee/s shall neither have nor shall claim any right over any portion of the Said Block and/or the Said Project and/or the Said Project **save and except** the Said Flat And Appurtenances.
3. **Facility Manager:** The Promoters shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Allottee/s shall be bound to pay the Common Expenses/Maintenance Charges (described in 8th Schedule below) to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee/s and it shall be deemed that the Facility Manager is rendering the services to the Allottee/s for commercial considerations (5) the Facility Manager shall merely be the

service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager **and (6)** the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Project.

4. **Allottee/s to Pay Common Expenses/Maintenance Charges:** The Allottee/s shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee/s in respect thereof. The Allottee/s further admit/s and accept/s that **(1)** the Allottee/s shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and **(2)** the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoters /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
5. **Promoters' Charge/Lien:** The Promoters shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Allottee/s to the Promoters **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoters shall stand extinguished on the financial institution clearing all dues of the Promoters.
6. **No Obstruction by Allottee/s to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoters shall be entitled to construct further floors on and above the top roof of the Said Block and/or make other constructions elsewhere on the Said Project and the Allottee/s shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee/s due to and arising out of the said construction/developmental activity. The Allottee/s also admit/s and accept/s that the Promoters and/or employees and/or agents and/or

contractors of the Promoters shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee/s shall not raise any objection in any manner whatsoever with regard thereto.

7. **Obligations of Allottee/s:** The Allottee/s shall:

7.1 ***Said Club:***

7.1.1 The Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Project (**Said Club**), intended for use and enjoyment of all allottees of the Said Project and select outsiders as be determined by the Club Manager (defined below) at its sole discretion (collectively **Other Members**). It is clarified that (1) the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottee/s (2) the Other Members shall be given membership of the Said Club, on such terms and conditions as be decided by the Club Manager (defined below) at its sole discretion and the Allottee/s hereby unconditionally accept/s the proposed usage of the Said Club by the other allottees of the Said Project/Other Members and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Said Project/Other Members using all or part of the amenities and facilities provided in the Said Club and (3) the criteria for admission/membership of the Other Members in the Said Club and the terms and conditions of their membership and rules and regulations governing their use of the Said Club and its facilities will be exclusively formulated by the Club Manager (defined below) before the Said Club is made operational.

7.1.2 **Membership Obligation of Allottee/s:** Membership of the Said Club being compulsory for all allottees of the Said Project, the Allottee/s (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s under this Agreement is more than 1 (one), as be

nominated *inter se* among the allottee/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottee/s understand/s and accept/s that **(1)** detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational **(2)** all members (including the Allottee) will be required to abide by these terms and conditions and rules and regulations **and (3)** the acceptance by the Allottee/s of the club scheme shall be a condition precedent to completion of sale of the Said Flat And Appurtenances in terms of this Agreement.

7.1.3 Membership Scheme of Said Club: The Allottee/s understand/s and accept/s that **(1)** membership of the Said Club shall be open only to the allottees of the Said Project/Said Block and the Other Members **(2)** each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment **(3)** Save and except for the Other Members, membership is open only to individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club **(4)** the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents **(5)** members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees **(6)** in the event of sale/transfer of the Said Flat, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and (7)** if an allottee lets out his/her Flat, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the

Allottee/s.

- 7.1.4 **Facilities of Said Club:** Notwithstanding anything contained in this Agreement, the Allottee/s understand/s and accept/s that the Promoters shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoters.
- 7.1.5 **Commencement of Operation of Said Club:** The Promoters reasonably expect that the Said Club shall be made operational after the entirety of the Real Estate Project is completed and made ready. The Allottee/s understand/s and accept/s that the Completion Date of the Said Flat has no connection and correlation with the Said Club becoming operational and the Allottee/s shall not raise any claim or objection in this regard.
- 7.1.6 **Club Manager:** The Allottee/s understand/s and accepts that the Said Club (at the sole discretion of the Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottee/s further understand/s and accept/s that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoters and the allottees of the Said Project/Other Members shall have no right to replace the Club Manager.
- 7.1.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Allottee/s understand/s and accept/s that (1) the Allottee/ do/es not have to pay any membership fee for membership of the Said Club as the Total Consideration includes the membership fee but future transferees of the Allottee/s may have to pay separate amounts towards membership fee (2)

the Allottee/s may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottee/s will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottee/s resides at the Said Flat, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoters and this shall be in addition to the Common Expenses/Maintenance Charges.

7.1.8 **User Charge:** The Allottee/s understand/s and accept/s that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis **and** (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

8. **Nomination:** The Allottee/s admit/s and accept/s that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Allottee/s will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoters) as nomination charge to the Promoters, if the cancellation is done beyond 15 (fifteen) days from the date of execution of this Agreement, **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

(a) The Allottee/s shall make payment of all dues of the Promoters in terms of this Agreement, up to the time of nomination.

(b) The Allottee/s shall obtain prior written permission of the Promoters and the Allottee/s and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Developer.

(c) The Allottee/s shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoters' legal advisors towards the tripartite

Nomination Agreement.

(d) Subject to the approval and acceptance of the Promoters **and subject to** the above conditions, the Allottee/s shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

8th Schedule

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottes.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including

elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.

7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Complex **save** those separately assessed on the Allottee.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

44. Execution and Delivery

44.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

[_____]

[Being Constituted Attorney of]

**(Bijoy Ghosh Swapan Kumar Ghosh Subrata Majumder Babulal Paul Sumon
Majumder Niranjan Paul Chanchal Paul Dolly Paul Bhaja Ranjan Paul Tanmoy
Ghosh Dilip Kumar Dutta Niva Dutta)**

[Owners]

[_____]

[_____]

[Realmark Kabyo Neer LLP]

[Developer]

[_____]

[_____]

[Allottees]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____
