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This AGREEMENT FOR SALE (**'Agreement'**)  
executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

BY AND BETWEEN

**CALCUTTA VYAPAAR LLP** (LLPIN No. AAD-1067) (PAN No. - \_\_\_\_\_) (Email ID - \_\_\_\_\_) [Formely Calcutta Vyapaar Pvt Ltd which was converted into LLP vide a certificate of Conversion issued by ROC Kolkata] a limited liability partnership registered with ROC-Kolkata having its Registered Office at "Ajimganj House", 7 Camac Street, 1<sup>st</sup> Floor, Kolkata-700 017, represented by its Designated Partner and its Authorized

Signatory NEERAJ SADANI (PAN No.-AYUPS9436N) (Email ID - \_\_\_\_\_) (Mobile no. - \_\_\_\_\_) son of Sri Lalit Kumar Sadani (Father), residing at 35, Rowland Road, PS-Ballygunge, PO-L.R.Sarani, Kolkata – 700 020 by Sex - Male, by Religion – Hindu, by Occupation – business, by Citizenship – Indian, hereinafter collectively called the '**Promoter**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and assigns), of the One Part,

AND

\_\_\_\_\_ (CIN No. \_\_\_\_\_) (PAN No. \_\_\_\_\_) (Email ID \_\_\_\_\_), a Company registered under the Indian Companies Act, 1956 and having its registered office & corporate office at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_ represented by its *Authorized Signatory* \_\_\_\_\_ (PAN No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) son of \_\_\_\_\_, an Indian Hindu \_\_\_\_\_ by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_ authorised vide board resolution dated \_\_\_\_\_ hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns), of the Other Part;

OR

\_\_\_\_\_ (PAN No. \_\_\_\_\_), a Partnership Firm under the Partnership Act, 1932 and having its Principal place of business at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_ represented by its *Authorized Signatory* \_\_\_\_\_ (PAN No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) son of \_\_\_\_\_, an Indian Hindu \_\_\_\_\_ by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_ authorised vide board resolution dated \_\_\_\_\_ hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and their permitted assigns), of the Other Part,

OR

\_\_\_\_\_ (PAN No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_), son of \_\_\_\_\_, by faith Hindu, by Occupation - Business, residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-\_\_\_\_\_, hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees) of the OTHER PART;

OR

\_\_\_\_\_ (PAN No. \_\_\_\_\_), a Hindu Undivided Family and having its Principal place of business / residence at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_ represented by its *Karta* \_\_\_\_\_ (PAN No. \_\_\_\_\_) son of \_\_\_\_\_, an Indian Hindu \_\_\_\_\_ by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_ (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns), of the Other Part,

OR

\_\_\_\_\_ **LLP** (LLPN No. \_\_\_\_\_) (PAN No. \_\_\_\_\_) (Email ID \_\_\_\_\_), a Limited Liability Partnership under the Limited Liability Partnership Act, 2010 and having its registered office & corporate office at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_ represented by its *Authorized Signatory* \_\_\_\_\_ (PAN No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) son of \_\_\_\_\_, an Indian Hindu \_\_\_\_\_ by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_ authorised vide board resolution dated \_\_\_\_\_ hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns), of the Other Part;

The Promoter and the Allottee shall hereinafter be collectively referred to as the '**Parties**' and individually as a '**Party**'.

## DEFINITIONS

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

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

## WHERE AS :

- A) The Promoter is the absolute lawful owner of All That Premises no. 4, RAJANI SEN ROAD, Kolkata-700 025 totally admeasuring **8 Cottahs 13 Chittaks 17 Square Feet** (= 6362 square feet = 591 square meters) of Land more fully described in Part-I of Schedule-"A" attached hereto ('**Said Land**') together buildings and structures standing thereon vide Indenture of Conveyance dated 7<sup>th</sup> September, 2007 registered with the ARA-I, Kolkata in Book No.I, CD Volume no. 1, pages 1 to 26, Being no. 12519 for the year 2007;
- B) The Said Land is earmarked for the purpose of building of Residential Project, comprising multi storied apartment building and the said project shall be known as "AMBIENT AADYA" ('**Project**') and such name shall not be changed, altered or modified under any circumstances whatsoever;
- C) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

- D) The Kolkata Municipal Corporation ( '**KMC**' ) has granted sanction for developing the Project aforesaid vide Building Permit / Sanction No .-\_\_\_\_\_ dated \_\_\_\_\_;
- E) The Promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the Project and also for the Apartment, and the building from KMC (hereafter called '**Building**') and the Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with this Agreement and other laws as applicable;
- F) The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_;
- G) The Allottee had applied for an apartment in the Project vide Application No. \_\_\_\_\_ Dated \_\_\_\_\_ and has been allotted :
- a] All That Flat no.\_\_\_\_\_ having Carpet Area of \_\_\_\_\_ Square feet (= Super Built Area of \_\_\_\_\_ sft.) on the \_\_\_\_\_ Floor of the Building more fully described in 1<sup>st</sup> Para of Part-II of Schedule-"A" (hereafter collectively called the '**said Flat**'), and
- b] All That Varanda / Balcony having Carpet Area of \_\_\_\_\_ (= Super Built Area of \_\_\_\_\_ sft.) Square feet associated with the said Flat on the \_\_\_\_\_ Floor of the Building more fully described in 2<sup>nd</sup> Para of Part-II of Schedule-"A" (hereafter collectively called the '**said Balcony**'), and
- c] All That Servant Quarter no.\_\_\_\_\_ having Carpet Area of \_\_\_\_\_ Square feet (= Super Built Area of \_\_\_\_\_ sft.) on the \_\_\_\_\_ Floor of the Building / Outhouse more fully described in 3<sup>rd</sup> Para of Part-II of Schedule-"A" (hereafter collectively called the '**said SQ**')
- at the said Land (the said Flat, the said Balcony and the said SQ hereafter collectively called the '**Apartment**'), along with

d] All That Open / Covered Normal Parking Space being no/s. \_\_\_\_\_ for parking of \_\_\_\_ number/s Medium Sized Motor Car/s in the \_\_\_\_ floor level of the Building,

AND / OR

All That \_\_\_\_ Mechanical Multilevel (\_\_\_\_ levels) Car Parking Space nos. \_\_\_\_\_ in the Ground Floor of the Premises the Building.

more particularly described in 4<sup>th</sup> Para of Part-II of Schedule-"A" as permissible under the applicable law (hereafter called '**said Car Park**'), and

e] In the name of said Association described hereafter but on account of the Allottee - All That pro rata share in the Common Areas as defined under clause (m) of section 2 of the Act (hereafter called '**Common Area**'), being

i} All That the undivided and un-demarcated \_\_\_\_ square feet of Common Area in the Building aforesaid which is appurtenant and/or attributable to the Apartment aforesaid more fully described in 1<sup>st</sup> Para of Part-III of Schedule-"A" hereto (hereafter called '**Pro rata Common Area in Building**'), and also

ii} In the Common Areas outside Building and in the Amenities, Facilities, Equipments and installations more fully described in 2<sup>nd</sup> Para of Part-III of Schedule-"A" hereto, All That undivided and undemarcated proportionate share and interest therein which is appurtenant and/or attributable to the Apartment aforesaid (hereafter called '**Pro rata Common Parts in the Project**');

(Both the Pro rata Common Area in the Building and the Pro rata Common Parts in the Project hereafter collectively called '**Appurtenant Common Area**')

- H) The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I) The additional disclosures, details and declarations of the parties hereto to each other are as mentioned below which the parties hereto hereby agree and accept :-
- a] The Promoter has assured and declare that it has unfettered marketable and saleable rights, title and interest over and above the Apartment aforesaid;
  - b] The Apartment aforesaid is not affected by any acquisition or requisition of the Central Government, State Government and/or any Governmental Authorities and the right, title and interest of the Promoter is absolutely free from all encumbrances;
  - c] The Allottee has inspected the plan sanctioned by the authorities concerned in respect of the building being constructed by the Promoter and has agreed not to raise any objection with regard thereto;
  - d] The Promoter has delivered to the Allottee the true Xerox copy of the documents relating to the right, title and interest of the Promoter in respect of the Apartment in the building at the Said Land and also the Xerox copy of the relevant Building Plan and after conducting all necessary enquiry and searches and after being fully satisfied about the same the Allottee have agreed to purchase the Apartment and allied as aforesaid and associated rights therein on the terms, conditions and consideration mentioned in these presents;
  - e] The Allottee has inspected all specifications, elevations, designs and lay- out of the said building as also of the said Apartment and has/have duly approved and confirmed the same;
  - f] The Allottee has satisfied themself/ves about the layout, common portion, Carpet area, specification and all other ancillary matters of the project and has agreed not to dispute the same;
  - g] The Allottee has verified the location and site of the Apartment & allied allotted to them and has agreed not to dispute the same;
  - h] Notwithstanding anything contained in these presents, or anywhere else, the Promoter shall be fully and absolutely entitled to do any addition including construction of Additional Floors, alteration, renovation, change of nature and

character, change of use of all and any other portion of all Building/s (including new and proposed) at the Premises without any hindrance, claim, obstruction and objection from the Allottee of any nature whatsoever and it shall be deemed that the Allottee has his / her / its /its clear and unequivocal consent to all the above and that the Allottee shall keep the Promoter saved, harmless and indemnified in this regard save and except that any changes from the said Plan inside the Apartment aforesaid can be done only with the approval of the Allottee;

- i] The Allottee for self and in his representative capacity representing all the Allottees of the Project declares that the Project is not and shall never be submitted to provisions of West Bengal Apartment Ownership Act, 1972 i.e. the West Bengal Apartment Ownership Act, 1972 and all rules, regulations and bye-laws there under shall not be applicable to the Project in any way and under any circumstances whatsoever;
- J) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;
- K) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the said Car Park (as defined above) and the Appurtenant Common Area in the manner as specified in Para G;

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



**1. TERMS :**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment and others as specified in Para 'G'.

1.2 The Total Price for the Apartment, the Appurtenant Common Area and said Car Park (if any) is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (**'Total Price'**) the Break-up whereof is as follows –

Apartment

Apartment Description	Price	Amount Rs.
Building Name : AMBIENT AADYA Apartment No. : Apartment type : Floor : Carpet Area : sft. Balcony : sft. Servant's Quarter : sft. <i>(all above to be conveyed to the Allottee/s)</i> <p style="text-align: center;"><b>+</b></p> Pro rata Common Area In Building : <i>(to be conveyed to the said Association of Allottees)</i>	Rate of Apartment per square feet (of Carpet Area & Pro rata Common Area in Building) = Rs. _____/-  Price of <b>said Flat including Balcoy, Servants Quarter &amp; preferential location Charges</b> (based on Carpet Area) = Rs. _____/-	
= Super Built Area (SBA) : sft.	Price of <b>Appurtenant Common Area</b> (which is to be conveyed to said Association) = Rs. _____/-	
	<b>Apartment TOTAL Price -</b>	

Car Park

Car Park Description	Price	Amount Rs.

Car Park Description	Price	Amount Rs.
Multilevel (having ___ levels each for parking of one Medium Sized Motor Car) Mechanical Covered Car Park No.____ on the Ground Floor.	Rs._____/-	
Covered Car Park No.____ on the Ground Floor level for parking of ___ number Medium Sized Motor Car.	Rs._____/-	
	<b>Car Park TOTAL Price -</b>	

### Additional Charges & Reimbursements

In addition to the Total Price stated above, the Allottee shall pay to the said Association (i.e. AMBIENT AADYA OWNERS' ASSOCIATION) towards Charges & Reimbursement on various heads as mentioned below respectively within 7 days of receiving notice for possession from the Promoter :-

Sl. No.	Particulars	Amount Rs.
i\	Expenses in connection with <b>formation of said Association</b> of Allottees = Rs._____/ - @ Rs.____/- per sft. SBA. + GST = Rs._____/ - @ ___%	
ii\	Charges & Expenses for procurement & installation of <b>Transformer (Electrical Sub-station) / CESC meters</b> (the deposits to Electricity Company to be paid directly by the Allottee) / HT or LT Lines = Rs._____/ - @ Rs.____/- per sft. SBA. + GST = Rs._____/ - @ ___%	
iii\	Capital Charges & Expenses for procurement & installation of <b>Generator for supply upto ___ KVA Power</b> to the said Flat in case of Load Shedding. = Rs._____/ - @ Rs.____/- per sft. SBA. + GST = Rs._____/ - @ ___%	

Sl. No.	Particulars	Amount Rs.
iv\	Charges for having the Apartment assessed separately and getting the name of the Allottee recorded with KMC as “person liable to pay tax”	Nil
v\	Charges for having the Apartment assessed separately and getting the name of the Allottee recorded with KMC “as the Owner of the Apartment”  <b>Note :</b> Mutation Fee (if payable) - To be paid by the Allottee in its entirety and directly to KMC.  [OPTIONAL i.e. The Allottee may choose to get the Apartment mutated in the name of the Allottee himself or get the same done through Promoter, and only in the second option the aforesaid charge is payable by the Allottees]	
	<b>TOTAL -</b>	

### Deposits

In addition to the Total Price and additional charges & reimbursements stated above, the Allottee shall pay to the said Association (i.e. AMBIENT AADYA OWNERS' ASSOCIATION) towards interest free Security Deposit on various heads as mentioned below respectively within 7 days of receiving notice for possession from the Promoter :-

Sl. No.	Particulars	Amount Rs.
i\	Towards Security Deposit for <b>Maintenance Charges</b> - Rs. _____ being @ Rs. _____/- per sft. of SBA.	
ii\	Towards Security Deposit for <b>Generator</b> running & maintenance Charges - Rs. _____ being @ Rs. _____/- per sft. of SBA. + Rs. _____/- (GST)	
iii\	Towards Security Deposit for <b>Municipal Rates, Taxes</b> and tax other goings - Rs. _____ being @ Rs. _____/- per sft. of SBA. +	

Sl. No.	Particulars	Amount Rs.
	Rs. _____/- (GST)	
	<b>TOTAL -</b>	

### Documentation & Legal Expenses

In addition to the Total Price, additional charges & reimbursements and Deposits stated above, the Allottee bear and pay all Legal & Documentation Expenses which shall be paid directly to the Advocates of the Project (i.e. AYIN CO.) or to the authorities concerned as the case made be to be paid in the manner mentioned below respectively :-

Sl. No.	Particulars	Amount Rs.
i\	Fees of the Advocates, any one out of the following, as applicable to be paid by Allottee directly to the Advocates – [ Total Price < 1.25 Crores : Fees = Rs. 50,000/- Total Price < 2.00 Crores : Fees = Rs. 80,000/- Total Price < 3.00 Crores : Fees = Rs.1,20,000/- Total Price < 4.00 Crores : Fees = Rs.1,60,000/- Total Price > 5.00 Crores : Fees = Rs.2,00,000/- ]  <u>Payable – ½ at Agreement, and balance ½ at Conveyance.</u> + Reverse GST to be paid by the Allottee directly to the Authorities concerned.	
ii\	Stamp Duty & Registration Fees (on Actual)  <u>Payable -</u> By the Allottee online directly to the Authorities concerned.	!
iii\	NJ Stamp Paper of minimum value as available, Misc. & Incidental Expenses regarding registration of Agreement & Conveyance at registration office including expenses for Query : To be paid to the Advocates.  (Agreement=Rs.7,500/- + Conveyance=Rs.7,500/-) (if registration is on Commission = Rs.3000/- extra in each case) + GST, if applicable to be paid / reimbursed by the Allottee.	15,000/-
	<b>TOTAL</b>	

### Misc. Charges

In addition to the Total Price, Deposits, Documentation / Legal Expenses as stated above, the Allottee bear and pay the following charges and expenses, as the situation may arise to be paid in the manner mentioned below respectively :-

Sl. No.	Particulars	Amount Rs.
i\	<p>If the Allottee takes possession of the Flat (before the possession thereof is offered by the Promoter) for the purpose of furniture, fixture and interior designing work in the said Flat, the Allottee shall be additionally liable to bear and pay the following to the Promoter :-</p> <p>a) Electricity Charges on the basis of sub-meter to be installed at the costs and expenses of the Allottee;</p> <p>b) Rs. _____/- per day towards the charges of the Promoter for granting such permission, which would include reimbursement of overhead expenses of the Promoter;</p>	_____/-
ii\	<p>In case of <b>Delay or Default in making payment</b>, the Allottee shall become liable to pay interest on the amount in default at SBI prime lending rate of interest + 2% to be calculated from the date of default till the date of payment as per English Calendar, which shall be compounded every month as per English Calendar;</p>	
iii\	<p>In case of <b>Delay or Default in taking physical possession</b> of the Apartment and other areas after receiving notice for possession the Allottee shall automatically become liable to pay to the Promoter,</p> <p>a) guarding / holding charges @ Rs.0.50p. per sft. SBA per day to be calculated from the Date of Possession till the date the Allottee takes physical possession, and</p> <p>b) Maintenance Charges from the Due Date of Possession, and</p> <p>c) Municipal rates, Taxes from the Date of Possession; and</p> <p>d) Interest as would be applicable;</p> <p>e) Other outgoings as would be applicable;</p> <p>f) GST, as applicable.</p>	
iv\	<p><b>Cancellation Charges –</b></p> <p>A) Before registered agreement = Entire booking amount + Brokerage &amp; GST.</p> <p>B) After registered agreement = 10% of the Total Price + Brokerage &amp; GST.</p>	

Sl. No.	Particulars	Amount Rs.
	Refund of the balance after adjustment of the aforesaid cancellation charges shall be made within 45 days from the date of cancellation.	
	<b><u>Document charges for Cancellation</u></b> a) On cancellation, the Documentation & Legal Charges payable <u>at the time of Conveyance Deed</u> shall stand withdrawn (not remain payable), but instead the Allottee shall pay to the Advocates Rs.21,000/- towards Documentation for Cancellation, including printing & stationery.	-
v\	<b>Nomination</b> Acceptance Charges - payable by the Nominee of the Allottee to the Promoter 1 : as be applicable out of the following :- a) <b><u>Before Possession</u></b> - <ul style="list-style-type: none"> <li>• 1<sup>st</sup> Nomination @ Rs. 200/- per sft. of SBA.</li> <li>• 2<sup>nd</sup> &amp; subsequent Nomination/s @ Rs. 300/- per sft. of SBA.</li> </ul> b) <b><u>After Possession</u></b> - <ul style="list-style-type: none"> <li>• 1<sup>st</sup> Nomination @ Rs. 300/- per sft. of SBA.</li> <li>• 2<sup>nd</sup> &amp; subsequent Nomination/s @ Rs. 500/- per sft. of SBA.</li> </ul>	
	<b>Fees for Nomination</b> Documentation - payable by the Nominee of the Allottee to the Advocates : as be applicable out of the following :- [ Total Transaction < 1.25 Crores : Fees = Rs. 30,000/- Total Transaction < 2.00 Crores : Fees = Rs. 50,000/- Total Transaction < 3.00 Crores : Fees = Rs. 80,000/- Total Transaction < 4.00 Crores : Fees = Rs.1,10,000/- Total Transaction > 5.00 Crores : Fees = Rs.1,40,000/- ] + GST.	
	Typing, Xeroxing, Printing, Stationery, NJ Stamp Paper of minimum value as available (for Nomination Documentation) – payable by the Nominee of the Allottee to the Advocates. + GST.	2,500/-
	Stamp Duty & Registration Fees (on Actual) - Payable by the Allottee online directly to the Authorities concerned.	!

Sl. No.	Particulars	Amount Rs.
	<p>NJ Stamp Paper of minimum value as available, Misc. &amp; Incidental Expenses regarding registration of Agreement at registration office including expenses for Query : To be paid to the Advocates.</p> <p>(if registration is on Commission = Rs.3000/- extra) + GST, if applicable to be paid / reimbursed by the Allottee.</p>	8,500/-
vi\	<p>In case of any <b>alteration or modification</b> in the Apartment (from layout, specifications, etc. from those as mentioned in the <u>Schedule – “B”</u> &amp; <u>Schedule – “D”</u> of this Agreement) required by the Allottee, the following amounts shall be payable by the Allottee –</p> <p>a) Remuneration of the Promoter = @ Rs.200/- per sft. SBA.</p> <p>b) Reimbursement of all costs and expenses towards preparation of revised plan, getting the same regularized under rule 25 or any other rule of KMC.</p> <p>c) Reimbursement of all costs, charges &amp; expenses for dismantling, constructing, reconstructing, etc. including for material, Labour, etc.</p> <p>d) GST as be applicable.</p> <p><i><b>Note</b> : Under any circumstances, the Allottee shall not entitled to request for any modification or alteration after the Plumbing Work of the Apartment has been completed, and even if such request is done after lapse of time as above, such request shall be null and void abinitio.</i></p>	
vii\	<p>All <b>Common Expenses</b> shall be borne and paid by the Allottee/s on pro-rata basis and all such payments shall be made through the said Association only.</p>	!
viii\	<p>The <b>Municipal rates, taxes and other outgoings</b> in respect of <u>the Apartment</u> (entire) and <u>the Appurtenant Common Area</u> (pro rata basis) for the period before Date of Possession shall be borne and paid by the Promoter, and the same thereafter shall be fully and in its entirety be borne and paid by the Allottee/s and all such payments shall be made through the said Association only till the Apartment is mutated and separately assessed by KMC.</p>	!
ix\	<p>In case of default in payment of Common Expenses, the Allottee shall be paying Interest @ 0.5% per week (as per English Calender) or part thereof on the amount due for the period of default, to the said Association.</p>	!

Sl. No.	Particulars	Amount Rs.
	<b>TOTAL</b>	

**Explanation :**

- i) *The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment & Others;*
- ii) *The Total Price above includes Taxes; (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Plot to the Allottee and the Project to said Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;*  
*Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification.*  
*Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;*
- iii) *The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;*
- iv) *The Total Price of Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with putty (paint), marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;*

1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in



charges which may be levied or imposed by the competent authority, from time to time. The 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/ rules/ regulations to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments,

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

- 1.4 The Allottee shall make the payment of the Total Price as described above as per the Payment Plan set out in Schedule "C" (**'Payment Plan'**) and other payments as mentioned in chart/s under Para-1.2.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 10% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which is in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act :

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

- 1.7 The Promoter shall confirm to the final carpet areas 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 charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules (i.e. 2% p.a. more than the Prime lending rate of SBI), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the 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 Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below :
- i) The Allottee shall have exclusive ownership of the Apartment;
  - ii) The Allottee shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee in the common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to said 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 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 putty (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 specification to be provided within the Apartment 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;

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the said Car Park (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee which it has collected from the Allottee, for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee or any liability, mortgage loan and

interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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 therefore by such authority or person;

1.11 The Allottee has paid such sum of money as mentioned in the Schedule "C" hereto as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan at Schedule "C" as may be demanded by the Promoter within the time and manner specified therein;

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

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

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through demand draft/ banker's cheque or online payment (RTGS / NEFT) in favour of "CALCUTTA VYAPAAR LLP" payable at Kolkata.

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (**'FEMA'**), Reserve Bank of India Act, 1934 (**'RBI Act'**) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws

including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under 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 regards. 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 Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

#### **4. ADJUSTEMENT/ 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 / its name and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.

## 5. TIME IS ESSENCE :

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to said Association of Allottees or the competent authority, as the case may be.

## 6. CONSTRUCTION OF THE PROJECT / APARTMENT :

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, Payment Plan and the specification, 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 Building Bye laws of Kolkata Municipal Corporation and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

## 7. POSSESSION OF THE APARTMENT:

7.1 **Schedule for possession of the said Apartment** – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to said Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the

Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 30.9.2024 unless there is delay or failure due to war, flood, drought, pandemic, epidemic, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (**'Force Majeure'**). If, however, the completion of 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 :

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee 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 agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate 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 occupancy 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 three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by

the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

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

**7.4 Possession by the Allottee-** After obtaining the occupancy certificate\* and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to said Association of Allottees or the competent authority, as the case may be, as per the local laws :

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to said Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

Provided that where the Allottee proposes to cancel / withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment (i.e the Cancellation Charges, Brokerage, GST). The balance amount of money paid by the



Allottee shall be returned by the Promoter to the Allottee within forty-five (45) days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment -

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or
- (iii) for any other reason;

the Promoter shall be liable, on demand pay to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due :

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it 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 Land and the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- ii) The 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 save that some of the other Apartments and other Car Parking Spaces may have been booked and/or agreed to be sold;
- iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and [Apartment/Ploat] 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, affect the rights of Allottee under this Agreement;

- viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to said Association of Allottees or the competent authority, as the case may be;
- x) The Schedule Property is not the subject matters 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 the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and said 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 order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES :**

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

- i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Para 7.1

above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

- i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five (45) days of receiving the termination notice,

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

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

- i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount (i.e. the Cancellation Charges, brokerage, GST) and the interest liabilities (of the Allottee) and this Agreement shall thereupon stand terminated;;  
Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

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

The Promoter, on receipt of Total Price of the Apartment and all other outgoings as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee,

Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

However, in case the Allottee fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the

Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by said Association of Allottees upon the issuance of the completion (Occupancy) certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

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

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 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 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.

### **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, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit said 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(s) and Service Areas :**

The basement and Service Areas, if any, as located within the AMBIENT AADYA (Project name), 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. 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, and the same shall be reserved for used by said Association of 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 said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment,, its walls and partitions, sewers, drains, pipes 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 / it would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the facade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee shall also not change the color scheme of outer wall or painting of the exterior side of 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 wall of the Apartment.

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

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

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

## **17. ADDITIONAL CONSTRUCTIONS :**

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

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



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

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

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the permissible provisions of the Act. The Promoter is showing compliance of various laws / regulations as applicable in West Bengal.

## **20. BINDING EFFECT :**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Payment Plan within thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned District Sub-Registrar at Alipore or the Additional District Sub-Registrar at Alipore or the Registrar of Assurance at Calcutta as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (i.e. the

Cancellation Charges) shall be returned to the Allottee without any interest or compensation whatsoever;

## **21. ENTIRE AGREEMENT :**

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

## **22. RIGHT TO AMEND :**

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

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

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

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

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in

not making payments as per the Payment Plan [Schedule "C"] including waving 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 part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY :**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 the conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

## **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 completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement or any day soon thereafter shall be registered at the office of the District Sub-Registrar at Alipore OR the Additional District Sub-Registrar at Alipore OR the Registrar of Assurance at Calcutta and hence this Agreement shall be deemed to have been executed at Kolkata.

## **29. NOTICES :**

That all the 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 Speed (registered) Post / Email at their respective addresses specified in the name clause aforesaid which may be treated as if the same has been set out herein below.

It shall be the duty of the Allottee and Promoter to inform each other of any changes 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 ALLOTTEE :**

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 Allottee.

### **31. SAVINGS :**

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

### **32. GOVERNING LAW :**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996. Any other terms and conditions as per the contractual understanding between the parties, however, will be ensured that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in these presents or in the Act and the Rules and Regulations made there under.

### **34. OTHER TERMS & CONDITIONS :**

- A] TERMS (in furtherance to the Clause-1 of the instant Agreement) :
- a} The Allottee shall hand over to the Promoter Xerox copy of the TDS Deposit challen (duly self attested as true copy by the Allottee) along with payment as per Payment Schedule at Schedule – "C", and till such time the same is given the Allottee shall be deemed to be in default (though might have made the actual payment), and accordingly all the consequences of default in payment shall apply to the Allottee;
  - b} All new taxes or impositions or payable to the authority by whatever name it may be called, over and above whatever is payable on the date of this Agreement, shall be to the account of Allottee and shall be borne and paid by the Allottee in its entirety;
  - c} The right of the Allottee to visit the Project for inspection, ascertainment of the work progress, or otherwise can be exercised by the Allottee only on the working days and after giving 2 working days notice (excluding the day of notice) to the Promoter;
  - d} Notwithstanding anything contained in these presents or elsewhere the Promoter shall be entitled to cancel this agreement, in the event the Allottee (directly or indirectly) indulges themselves in any act or activity against the Promoter, or defaming the Promoter in any manner or making

unnecessary allegation on correspondence with the Promoter or which may cause delay in completion of the Project by the Promoter within time, and that such cancellation shall not be treated as for any kind of default by the Promoter, the consequences accordingly shall follow;

- e} All Open and Covered areas in the Said Land and the Building (the Project) there at (including all car parking spaces) save and except the Apartment & allied will be the exclusive property of the Promoter and/or their respective Transferee/s with absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof;
- f} Before the execution and registration of the conveyance deed for the Apartment & allied, the Allottee with the approval from the Promoter will be at liberty to nominate, assign and/or transfer his/her/their/its rights, title, interest and obligations under this agreement to any person on such terms and conditions as the Purchaser shall deem fit SUBJECT TO the covenant by the nominee that the nominee will obey the terms of this agreement executed by and between the Promoter and the Allottee AND ALSO SUBJECT TO the following conditions :
  - i\ The Purchaser makes payment of all dues of the Promoter in terms of this agreement up to the time of nomination;
  - ii\ The Allottee obtains permission of the Promoter and the Promoter joins the Nomination agreement as a Confirming Party;
  - iii\ The Nominee of the Allottee pays the Nomination Charges, Nomination Documentation Charges and all other expenses prior to acceptance of the Nomination by the Promoter;
- g} Requisitions And Acquisitions :
  - i\ If at any time the Apartment is acquisitioned or acquired or is affected by the Acquisition proceedings by the Government then and in such event this Agreement shall automatically stand cancelled, determined and/or terminated to be treated as if without any default of the Promoter and the clauses relating to such cancellation shall apply;
  - ii\ If at any time the Apartment and allied is requisitioned by Government, this Agreement shall remain full valid and subsisting and

the Allottee shall be liable and responsible to pay all amounts as per this Agreement and also for due observance and performance of the terms as herein mentioned and after making all payment the Allottee shall be entitled to the rents, compensations and all other benefits receivable in respect of such requisitions, Provided however that until payment of all amounts and dues payable by the Allottee as per this Agreement has been paid, the Allottee shall not be entitled to any right or interest in the Apartment and allied and shall not be entitled to receive any rent or compensation or other benefits from such requisitioning Authorities;

B] CONSTRUCTION OF THE PROJECT / APARTMENT (in furtherance to the Clause-6 of the instant Agreement) :

- a} The Allottee undertake not to do or cause to be done any act, deed or thing by virtue of which the construction of the said building or the Apartment & allied or any other Units to be constructed on the Said Land are either hampered, obstructed, delayed or stopped;
- b} The permissible modification or alteration in the Apartment may be done by the Promoter subject to the payment of charges as stated above well in advance;
- c} In all matters relating to construction, measurement and specification, decision of the Architect shall be final and binding on both the parties;
- d} Natural materials like marble, granite, wood, sandstone etc. contain veins with inherent structural differences, as a result of which colour and marking caused by the mineral complex composition, cracks, inherent impurities are likely to occur, while the Promoter shall take all and every care to ensure construction and completion of the Apartment & allied as per specifications mentioned herein, the Promoter, shall not be held responsible or accountable for cracks, discoloring or deterioration in the quality of such natural materials;
- e} Sand, Bricks, water, etc. used for construction work are natural materials containing various inherent impurities in its mineral composition. Any



defects by these minerals resulting in salt peter action, hairline cracks or shrinkage cracks (due to thermal expansion and contraction) on the plastered surface resulting into its deterioration but the Promoter shall repair the same if the same is pointed out by the Allottee at the appropriate stage of construction by the Allottee and such stage crosses then the Promoter, shall not be liable for making any change or improvements;

C] POSSESSION OF THE APARTMENT (in furtherance to the Clause-7 of the instant Agreement) :

- a} Notwithstanding whether the Purchaser takes actual physical possession or not, the Date of Possession shall always be expiry of 7 days from the date of notice issued by the Promoter to the Purchaser for delivery of possession and it is expressly agreed by the Purchaser that from the date of possession the Purchaser shall be bound to pay all charges payable for the Apartment & allied including maintenance charges and municipal rates and taxes irrespective of whether the Allottee take possession of the Apartment & allied or not;
- b} In case the Allottee request the Promoter in writing to deliver give possession the said Apartment for furniture, fixture and interior work purposes, then the same may be considered by the Promoter subject to the observation of the following by the Allottee :-
  - i\ The Allottee pay the Electricity Charges for the electricity consumed to ascertained by way of installation of a Sub-meter for which all expenses shall be borne and paid by the Allottee;
  - ii\ Pay such amounts to the Promoter as mentioned in the relevant chart under clause 1.2 of these presents;
  - iii\ The Allottee shall not make any structural change in the Apartment and allied;
  - iv\ The Allottee shall not do any act, deed or thing which may be interpreted as causing deviation from the plans sanctioned by KMC, or for which the Promoter may be served with any kind of notice from KMC;

- v\ The Allottee shall keep the Promoter saved, harmless and indemnified from all claims that may arise because of any activity by the Allottee during such period;
- c} The Cancellation of Agreement in pursuance of clause 7.1, 7.5, 7.6 and 9.2 above shall be treated as if the cancellation is not for any default of the Promoter, all the consequences as given in this agreement shall follow accordingly;
- d} Notwithstanding anything contained in these presents or elsewhere the Allottee shall be entitled to enforce their right of cancellation / withdraw from the Project as contained in clause 7.1, 7.5, 7.6 and 9.2 above only upon performing and fulfilling the following conditions or otherwise the cancellation proposal shall be treated as void ab-initio :-
  - i\ Serving 6 months advance notice in writing in advance about intention to cancel the agreement and/or for withdrawal of the Project;
  - ii\ Permitting the Promoter to deal with any other buyer for the Apartment and allied and enter into any agreement or arrangement with such new buyer within the notice period;
  - iii\ To give cogent reason for such cancellation, as to why the same shall be accepted by the Promoter in the event Promoter within aforesaid 6 months could not find any buyer at price same or more than the price at which the Allottee has agreed to purchase the Apartment and allied;
  - iv\ The cancellation can be done only by another letter to be given by the Allottee to the Promoter after expiry of the notice period aforesaid and the cancellation shall be effective only from such date as be specified the cancellation letter ( '**Date of Cancellation**' ) and the same shall in any event be after the expiry of notice period only;
  - v\ The refundable amount after due adjustments shall be refunded only within 45 days from the Date of Cancellation;
- e} On any cancellation –

- i\ no interest or compensation of any nature whatsoever shall be payable to the Allottee;
  - ii\ The refund shall be of such amount which the Promoter has physically retained for itself out of the money received from the Allottee and that for the amount which the Promoter has paid any authority or person (e.g. GST, etc.) the Allottee shall be given right to recover the same directly from the authority or person concerned who has received such amount to be done at the costs, efforts and expenses of the Allottee;
  - iii\ No refund shall be made to, and can be claimed by, the Allottee of the amount paid and/or spent and/or liable to be paid or spent on account of Documentation & Legal Expenses, and in case such amount was not paid then the same shall be paid by the Promoter to the Advocates of the Project out of the money to be refunded and shall adjust the same from the money to be refunded;
  - iv\ On cancellation any time before conveyance, the Documentation & Legal Charges as payable on Conveyance shall not become payable by the Allottee and instead the Allottee shall pay to the Advocates such amount as mention in clause 1.2 above towards Documentation for Cancellation;
  - v\ From the Date of Cancellation, the Promoter shall have the right to deal with and/or dispose of the said Apartment, said Car Park and all other allied rights without any obstruction, interference and/or claim of the Allottee save that the Allottee shall have 1<sup>st</sup> Lien for their refundable amount on the money received from such transaction for resale;
- f} The Allottee shall claim compensation as per clause 7.6 above only after the Allottee satisfies the Promoter that the Allottee has independently done proper and complete due diligence and searches before this agreement and have taken regular verification and satisfied itself about the construction work;

D] DEFAULTS & CONSEQUENCES (in furtherance to the Clause-9 of the instant Agreement) :

- a} In the event the Allottee makes any delay, latches, lapses and default in taking physical possession of the Apartment after the notice for possession, then the Allottee shall additionally be liable to pay such further amount and such heads / account as described in the chart under clause 1.2 above.

E] MAINTENANCE OF THE PROJECT (in furtherance to the Clause-11 of the instant Agreement) :

- a} The promoter shall be responsible for –
- i\ all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made there under or to the allottees or to the association of allottees, as the case may be (including for maintenance of the project at cost plus service charges payable by the allottees), till the conveyance of all the apartments in the project, to the allottees, *OR* conveyance of the common areas to the association of allottees whichever is earlier;
  - ii\ obtaining the completion certificate or the occupancy certificate, or both, as applicable, from KMC and to make it available to the association of allottees;
  - iii\ providing and maintaining the essential services, on costs plus reasonable service charges, till the taking over of the maintenance of the project by the association of the Allottees;
  - iv\ formation of an association of Allottees which would be trust under the Indian Trusts Act and shall be formed within a period of three months of the majority of flats are booked;
- b} **'Association of Allottees'** shall always mean and include the Private Trust initially formed by the Promoter and/or any of the nominee of the Promoter and every available Allottees at that time shall participate for such formation and that the same shall be solely and exclusively for the benefit of the Allottees / Owners of all the Apartment and other areas of the Project which right shall accure to them only upon making entire payment and taking physical possession of their respective Apartment and other areas and the name of such Trust shall be "AMBIENT AADYA OWNERS"

ASSOCIATION" (herein called '**said Association**'), which shall not be altered, changed and/or modified, and wherein initially the trustees shall be 2 (two) nominees of the Promoter and after conveyance or physical possession (whichever is earlier) of the total saleable area of all the Apartments in the Project is completed, the new additional trustees (total number of trustees shall be minimum 3 numbers and maximum 10 numbers excluding the original two trustees) shall be appointed by the then existing trustee by way of election on the basis of simple majority from and amongst the Allottees who have made entire payments and taken physical possession of the respective Apartments and the Beneficiaries of said Association shall have de-facto ownership of such part/s of Appurtenant Common Area which would conveyed to said Association on their respective account and such Association is and shall be for the welfare of the Allottees / Owners of all the Apartments in the Project and all the profits and/or earnings in said Association shall not be distributed to the Beneficiaries of said Association and instead shall be spent, used and utilized from said Association for the welfare and common purpose of the Beneficiaries and that all capital, funds and other requirements of the said Association shall be provided and contributed by the Allottees of all the apartments in the Project in the manner as be decided by the Board of Trustees of the said Association and in default such disciplinary action may be taken against the defaulting Allottee as be decided by the Board of Trustee of the said Association and further that the said Association is and shall always be treated as Association of Allottees pursuant of the requirement of the Act aforesaid and same is and shall always be deemed to be in compliance of Section 11(4)(e) of the Act aforesaid;

- c} '**Common Expenses**' shall always mean and include all those which are mentioned in Schedule-"F" hereto, which notwithstanding anything contained herein or elsewhere shall always be borne and paid by the Allottee/s of all the Apartments (on pro rata basis) and allied areas in the Project without making the Promoter or any person/s under or through the Promoter and that the Allottee/s shall keep the Promoter saved, harmless and indemnified in this regard;
- d} Notwithstanding anything contained in these presents or elsewhere, the Project from the very beginning shall be maintained by the said Association

(AMBIENT AADYA OWNERS' ASSOCIATION), and that immediately upon delivery of Occupancy (Completion) Certificate by KMC, it shall be deemed that automatically by operation of this agreement the maintenance of the said Project has stood transferred to and vested with the said Association (AMBIENT AADYA OWNERS' ASSOCIATION);

- e} Till all the Apartments, Car Parks and other area in the project is sold, transferred and completed –
  - i\ notwithstanding anything contained herein or elsewhere the two nominee trustee of the Promoter in the said Association cannot be removed or made vacant in any manner whatsoever, and in case of death, resignation or for any other reason if the position of any of the nominee trustee of the Promoter becomes vacant then such vacancy shall be immediately filled up by new nominee trustee/s of the Promoter, and
  - ii\ nominee trustee/s of the said Association shall have the exclusive veto power in the Board of Trustee/s and/or relating to the affairs of the Trust;
  
- f} After delivery of possession of the said Apartment by the Promoter, if the Allottee would fail or neglect to pay any of the amounts as and when the same would become payable as per the terms of this Agreement or if the Allottee would in any way fail to perform or observe any of the terms conditions covenants and stipulations herein contained and on the part of the Allottee to be observed and performed, the Promoter shall be entitled, without prejudice to their other rights, to discontinue the supply of electricity as also supply of water in the said Apartment, without being liable for any damages and it is made clear that the Allottee herein shall not be entitled to restoration of supply of water and electricity in the said Apartment till the Allottee has remedied the breach of terms and has also duly paid all outstanding amounts payable by the Allottee Together With interest thereon at the rate of 1.5% per month thereon and further the reconnection charges as may be fixed by the Promoter /Association of Allottees;

F] DEFECT LIABILITY (in furtherance to the Clause-12 of the instant Agreement) :

- a} Notwithstanding anything contained in these presents or elsewhere, the Allottee shall be entitled to claim its Defect Liability, if and only if the Allottee proves to the satisfaction of the Architect of the Project that –
  - i\ The Allottee has not made any kind of addition, alteration or change in the Apartment and allied, all walls, floor, electrical wiring & fittings, as provided by the Promoter;
  - ii\ The Allottee has taken utmost care and have maintained the Apartment and all fittings, fixtures and equipment in most diligent manner;
  - iii\ the Allottee has not done any act, deed or thing due to which the Promoter faces problem/s in getting the insurance claim in respect of the Defect Liability;
  - iv\ the Allottee has not violated any of the convants in Clause 34[G] of these presents.

G] COMPLIANCE WITH RESPECT TO APARTMENT (in furtherance to the Clause-15 of the instant Agreement) :

- a} The Allottee has acknowledged that the right of the Allottee shall remain restricted to the Apartment and the land appertaining thereto and right in the Proportionate Common Parts;
- b} As from the date of possession the Allottee covenants:
  - i\ To use the Apartment and allied for Residential purposes only;
  - ii\ To co-operate with the Promoter and the said Association in the management and maintenance of the proposed Building on the Said Land and that the Allottee and other Co-Allottee of the Project shall shall pay their share(s) of deposits, subscription and such fees and charges as may be levied and decided by the Trustees of the said Association;

- iii\ To observe the Rules and Regulations framed from time to time either by the said Association of Allottees for the common purpose/expenses;
- iv\ On prior notice to allow the Promoter and the said Association with or without the workmen to enter into the Apartment & allied for completion, repairs and for the common purpose;
- v\ To pay and bear the common expenses in all as more fully described in the Schedule - "F" hereto, electricity and other utility charges and outgoings for the Apartment & allied, wholly and the common areas proportionately;
- vi\ To pay and bear the municipal rates, taxes, levies and other outgoings relating to the new building in the Said Land, proportionately PROVIDED the same relate to the period commencing from the date of possession;
- vii\ To pay and bear the municipal rates, taxes, levies and other outgoings relating to the Apartment & allied wholly;
- viii\ Not to let out or part with possession of the Apartment & allied before giving prior intimation in writing to the said Association of Allottees of the full particulars of the intended occupant, rent and all other charges and benefits receivable by the Allottee in respect of the Apartment & allied (to the extent necessary for assessment of the liability for rates, taxes and other impositions) until separate assessment of the Apartment & allied (for the purpose of municipal tax) is done in the name of the Allottee;
- ix\ Not to use the Apartment & allied or permit the same to be used for any illegal or immoral purpose which may in any way violate and civil, criminal or any other law;
- x\ The exterior of the Apartment & allied shall not be decorated or redecorated otherwise than in the manner agreed to with the Promoter and/or said Association of Allottees in writing and in accordance with the general scheme as provided by the Architect of the Promoter ;



- xi\ Not to use / apply any other colour scheme on the balcony attached or in surroundings of the Apartment & allied save the colour scheme approved or provided therefore by the Architect of the Promoter ;
- xii\ Not to install any air conditioner and/or exhaust fan except at the place(s) previously approved by the Promoter;
- xiii\ To get DTH / Cable TV connection only through the approved operators;
- xiv\ To install equipments relating to the above, only at the locations specified by the Promoter and the wiring and cabling should be done through the locations specified by the Promoter;
- xv\ Not to divide or sub-divide the Apartment & allied and/or the said Car Parking space/s;
- xvi\ To use the said Car Parking space/(s) only for the purpose of parking of the cars for whom the same has been earmarked as part and parcel of the said Apartment / Unit and not to use the same for any other purpose whatsoever;
- xvii\ Not to place or store any material in the common areas or in the common corridors, any goods or things whatsoever nor erect any cupboard etc. over these areas;
- xviii\ To observe and confirm/comply to all regulations and restrictions made by the said Association of Allottees from time to time for the proper management and maintenance of the building;
- xix\ Not to bring or permit to remain upon the Apartment & allied any machinery, goods or other articles which shall or may strain or damage any part or portion of the common areas or any portion of the building thereof;
- xx\ Not to shift or obstruct any windows or lights which in any change or affect the outer face of the Building and the internal common parts;
- xxi\ Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Promoter or said Association of Allottees;

- xxii\ Not to throw any rubbish, save to such extent and at such place or places as be permitted and specified by the Promoter or said Association of Allottees;
- xxiii\ Not to do anything whereby the other unit owners or the co-Allottee or the co-transferees are obstructed in or prevented from enjoying their respective units quietly and exclusively;
- xxiv\ Not to claim any right over the space(s) earmarked and/or reserved by the Promoter for open/covered car parking space(s) or for any other usage in the common parts/ portions kept exclusive for common purpose whether specifically depicted in the said plan or, not;
- xxv\ Not to claim any right, title and interest over the space(s) earmarked and/or reserved by the Promoter gifted to the Kolkata Municipal Corporation as enumerated hereinabove;
- xxvi\ To keep the Apartment & allied in good state of repairs and condition and to carry out necessary repairs or replacements as and when required;
- xxvii\ Not to put any articles including name plate and letter box save at the place approved or provided therefore by the Promoter and/or said Association of Allottees;
- xxviii\ Not to bring nor store in the Apartment & allied any article or substance of combustible inflammable or dangerous nature and to comply with all recommendations of the maintenance organization/ fire authority as to fire precautions;
- xxix\ Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Apartment & allied or any part thereof;
- xxx\ To observe such other covenants as be deemed reasonable;
- xxxi\ Not to make any hole either to the beams or to the pillars or to any structural member nor put any weight/load on the beams and pillars;

xxxii\ Not to claim any exclusive right over the roof / terrace and over and in respect of other common / open spaces but shall be at liberty to use and enjoy the same as common parts jointly and in common with other Co-Allottee.

xxxiii\ To pay a such service charge as mentioned in the relevant chart under clause 1.2 above to the Promoter till such time the Trustee from the Allottee of the all the Apartment at the Project are selected by way of election process and appointed as new Trustee of the said Association and till such time all such new trustee retain the nominee/s of the Promoter as trustee in the said Association;

xxxiv\ The Allottee shall not be entitled to -

- 1/ Claim any right, title, interest or possession except the Apartment, the Land Share and the Appurtenant Common Area;
- 2/ Claim any right in respect of the other Units and spaces at the said building save the right to use the common parts as may be necessary for the ingress and egress of men and materials to and from the Apartment & allied and/or for utility pipes, cables and lines to be installed in the Apartment & allied;
- 3/ Raise any objection or hindrance either before the municipal authorities or before any Government Authorities or any other authority private or public for obtaining sanction of the building plan(s) and smooth construction of the building and sell, transfer or dispose thereof;
- 4/ Create any obstruction or hindrance in any manner whatsoever for exercising the right, title and interest of the Promoter in respect of any portion of the Said Land;

H] ADDITIONAL CONSTRUCTION (in furtherance to the Clause-17 of the instant Agreement) :

- a} Notwithstanding anything contained in there presence or elsewhere, the provisions in respect of Construction of the Project / Apartment, and the provisions in respect the Additional Construction or anything of similar nature as contained in these presents or elsewhere does not and shall not restrict the Promoter in any manner from making additional constructions on the roof of the building with prior or post sanction and/or regularization

or otherwise and further that the Allottee is hereby giving its clearance, consent and permission in advance for the same;

- b} Notwithstanding anything contained in these presents, or anywhere else, the Promoter shall be fully and absolutely entitled to do any addition including construction of Additional Floors, alteration, renovation, change of nature and character, layout plan, change of use of all and any other portion of the Building at the Said Land without any hindrance, claim, obstruction and objection from the Allottee of any nature whatsoever and it shall be deemed that the Allottee has his / her / its / its clear and unequivocal consent to all the above and that the Allottee shall keep the Promoter saved, harmless and indemnified in this regard save and except that any changes from the said Plan inside the Apartment aforesaid can be done only with the approval of the Allottee;

I] LOAN, MORTGAGE OR CREATION OF CHARGE (in furtherance to the Clause-18 of the instant Agreement) :

- a} The Promoter shall be entitled to take construction loan as against the Said Land and the Building thereat or any part thereof and deliver original title deeds to the institution concerned without the prior consent of the Allottee but shall be obliged to get the Apartment released from the same before execution and registration of Deed of Conveyance;
- b} The Allottee of other Apartment/s, Car Parking and other spaces on the Said Land and the Building thereat shall be entitled to take loan for their purchase for which the Promoter is and shall be at liberty to execute all such documents as may be necessary;

J] FURTHER ASSURANCES (in furtherance to the Clause-27 of the instant Agreement):

- a} The parties hereto jointly as well as severally appoint **Ayin Co.**, Advocates + Attorney (IPR) having its office at 7A, Kiran Shankar Roy Road, Ground Floor (West Gate), Kolkata-700 001, Email – ayin.co.law@gmail.com by Mr.Naresh Balodia, Advocate as Advocates for the Project (herein called

'**said Advocates**'), who has drafted the instant Agreement, and that all kind of IPR rights including copyright of this Agreement and all documents in respect of the transaction concerned shall belong to and remain with the said Advocate;

- b} The said Advocates shall also look after all the legal affairs relating to the Common Matters of the Project, and also relating to the affairs of the said Association for which separate fees shall be paid by the party concerned as per their standard fee chart;
- c} All agreements, deeds, documents, papers and writing in respect of the Project shall be done by the said Advocates of the Project;
- d} The standard documents for the Projects as prepared by the said Advocates of the Project cannot be changed by any of the parties hereto without prior approval of the Advocates of the Project;
- e} Notwithstanding anything contained in these presents or elsewhere all earlier letters, correspondence, forms, applications, emails, and communication of each and every nature between the Promoter and the Allottee are hereby amended, replaced and/or substituted by this Agreement and henceforth the previous contract/s aforesaid shall have not effect, or virtue;

K] **DISPUTE RESOLUTION** (in furtherance to the Clause-33 of the instant Agreement) :

All the disputes and differences between the parties hereto in any way connected to the Project and/or the Apartment and/or arising out this Agreement or any other Agreement or Arrangement and in respect of Maintenance and/or Management of the Project and Common Matters of the Project (including after its completion) and the affairs relating to the said Association shall be referred to the sole Arbitration of the said Advocates for the Project whose Final Award as well Interim Award and Orders shall be final conclusive and binding on the parties hereto and the same shall be executable as court decree directly, and that the Place of Arbitration shall be at Kolkata;

### 35. THE SCHEDULES :

The following Schedules are annexed to this Agreement for Sale all of which shall be treated as a part of this Agreement and has been agreed to between the Parties.

- A] Schedule - **"A"** : 1] Description of Said Land along with Boundaries in all Four Directions (in Part-I), and  
2] Description of the Apartment and The Parking Space (both in Part-II), and  
3] Description of the Common Areas (in Part-III);
- B] Schedule - **"B"** : 1] Site Plan Of The Said Land;  
2] Floor Plan Of The Apartment, SQ, Car Park;
- C] Schedule - **"C"** : Payment Plan;
- D] Schedule - **"D"** : Specifications, Amenities, Facilities (which are part of **the apartment**);
- E] Schedule - **"E"** : Specifications, Amenities, Facilities of the Common Portions (which are part of **the Project**);
- F] Schedule - **"F"** : Common Expenses;

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED :**

**Allottee :** *(including Joint Buyers)*

1)	Signature	<i>Please affix photographs and sign across the photograph</i>
	Name	
	Address	

2)	Signature	<i>Please affix photographs and sign across the photograph</i>
	Name	
	Address	

**SIGNED AND DELIVERED BY THE WITHIN NAMED :**

**Promoter :**

1)	Signature	<i>Please affix photographs and sign across the photograph</i>
	Name	
	Address	

At Kolkata on \_\_\_\_\_

**WITNESSES :**

1]	Signature	
----	-----------	--

Name	
Address	

2] Signature

Name	
Address	

---

Drafted as per instructions of the parties :-

By = **Ayin Co.**, Advocates + Attorney (IPR)  
7A, Kiran Shankar Roy Road, Ground Floor (West Gate), Kolkata-700 001.  
**Email** : ayin.co.law@gmail.com

Registered with Ministry of MSME, **Govt. of India**

✓ **NARESH BALODIA**, *Advocate* - High Court, Calcutta & Supreme Court, Delhi.  
**Res.** = 9, Desh Pran Shasmal Road, Kolkata-700 033  
**Email** = naresh.balodia@gmail.com  
**Mobile**= +91 87776 43079

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## Schedule – “A”

### Part - I (*'Said Land'*)

ALL THAT messuage, tenement, hereditaments, boundary walls, building and structure together with the piece or parcel of land containing an area of **8 Cottahs 13 Chittaks 17 Square Feet** (=591 Square Metres) more or less situate lying at and being Municipal Premises No. 4, RAJANI SEN ROAD, Ward No.87, Police Station – Tollygunge, Kolkata-700 026, within the limits of the Kolkata Municipal Corporation and shown in PURPLE border on the map or plan annexed hereto and marked as Schedule – “B1” and butted and bounded in the manner as follows : -

ON THE NORTH : By Municipal Road known as Rajani Sen Road.  
 ON THE EAST : By 6, Rajani Sen Road.  
 ON THE SOUTH : By 84 Russa Road.  
 ON THE WEST : By 2/A Rajani Sen Road.

OR HOWSOEVER OTHERWISE the said Land aforesaid known, numbered, described and distinguished.

### Part - II (*'Apartment' & 'Car Park'*)

#### 1<sup>st</sup> Para (*'Said Apartment'*)

ALL THAT the Residential **Apartment No.** \_\_\_\_\_ comprising of \_\_\_\_\_ **square feet** of **Carpet Area** (approx.) on the \_\_\_\_\_ **Floor** at the \_\_\_\_\_ **Side** of the building known as “AMBIENT AADYA” and delineated in the plan annexed hereto and marked as Schedule – “B2” duly bordered thereon in 'RED' in the building at the Said Land more fully described in Part-I of this Schedule-“A” above written;

OR HOWSOEVER OTHERWISE the said Apartment is known, numbered, described and distinguished;

**2<sup>nd</sup> Para**  
(**'Said Balcony'**)

ALL THAT the Varanda / Balcony comprising of \_\_\_\_\_ **square feet** of **Carpet Area** (approx.) on the \_\_\_\_\_ **Floor** of the building known as "AMBIENT AADYA" and delineated in the plan annexed hereto and marked as Schedule – "B2" duly bordered thereon in 'GREEN' in the building at the Said Premises more fully described in Part-I of this Schedule-"A" above written;

OR HOWSOEVER OTHERWISE the said Balcony is known, numbered, described and distinguished;

**3<sup>rd</sup> Para**  
(**'Said SQ'**)

ALL THAT the Servant Quarter no. \_\_\_\_\_ comprising of \_\_\_\_\_ **square feet** of **Carpet Area** (approx.) on the \_\_\_\_\_ **Floor** of the building known as "AMBIENT AADYA" and delineated in the plan annexed hereto and marked as Schedule – "B2" duly bordered thereon in 'GREEN' in the building at the Said Premises more fully described in Part-I of this Schedule-"A" above written;

OR HOWSOEVER OTHERWISE the said SQ is known, numbered, described and distinguished;

(Said Apartment, Said Balcony and Said SQ collectively -  
**'Apartment'**)

**4<sup>th</sup> Para**  
**(*'Said Car Park'*)**

ALL THAT \_\_\_\_\_ Open / Covered Normal Parking Space being no/s. \_\_\_\_\_ for parking of \_\_\_\_\_ number Medium Sized Motor Car in the \_\_\_\_\_ Floor Level of the Building "AMBIENT AADYA" at the said Land to be delineated and demarcated by the VENDOR (Promoter) at the time of possession or conveyance whichever is earlier.

**AND / OR**

All That \_\_\_\_\_ Open Mechanical Multilevel (\_\_\_\_\_ levels) Car Parking Space no. \_\_\_\_\_ in the Ground Level of the Building "AMBIENT AADYA" at the said Land to be delineated and demarcated by the VENDOR (Promoter) at the time of possession or conveyance whichever is earlier

**Part - III**  
**(*'Appurtenant Common Areas'*)**

**1<sup>st</sup> Para**  
**(*'Pro rata Common Area in Building'*)**

All That the undivided and undemarcated \_\_\_\_\_ square feet in Common Area (as mentioned just below this paragraph) of the Building "AMBIENT AADYA" at the Said Land which is appurtenant and/or attributable to the Apartment aforesaid –

- 1) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings, the common portions in the basement, common portions of the Ground Floor including but not limited to spaces allotted for maintenance staff, the common portions of the ultimate terrace/s, and common storage spaces, underground water tank, overhead water tank, all area under the walls, pillars, driveway, common toilets, security room;

**2<sup>nd</sup> Para**

***('Pro rata Common Parts in the Project')***

All That the proportionate undivided and un-demarcated share in following Common Area, Common Amenities, Common Facilities, Common Installations and Common Equipments (as mentioned just below this paragraph) in the Project "AMBIENT AADYA" at the Said Land which is appurtenant and/or attributable to the Apartment aforesaid –

- i) The entirety of the Said Land where the project is developed;
- ii) Installations of central services such as electricity, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- iii) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- iv) All community facilities as provided in the real estate project;

All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

Schedule – “B1”  
(Site Plan of the Said Land)

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**Schedule – “B2”**

(Floor Plan/s Of the said Apartment, Said Car Park & Said SQ - collectively)

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## Schedule – “C” (‘Payment Plan’)

<u>Sl.</u>	<u>% of Total Price</u>	<u>Consideration Amount (Part)</u>	<u>Stage for Payment Due</u>
1)	9%		On Application
2)	21%		On Allotment and Simultaneous to Registered Agreement which is to be done within 30 days from the date of Application
3)	10%		On Completion of 1 <sup>st</sup> Slab
4)	10%		On Completion of 3 <sup>rd</sup> Slab
5)	10%		On Completion of 5 <sup>th</sup> Slab
6)	10%		On Completion of Brick work and internal plaster of the Apartment.
7)	10%		On Completion of Flooring of the Apartment.
8)	5%		On fixing of Windows of the Apartment.
9)	5%		On completion of internal wiring of the Apartment and sanitary fittings.
10)	5%		On installation of lift.
11)	5%		On possession.
	<b>100%</b>		<b>TOTAL</b>

## Schedule – “D”

[Specifications, Amenities, Facilities (which are part of **the apartment**)]

### WALLS :

- a. Internal - Putty finish

### FLOORING:

- a. **Entire Apartment :** Marble Flooring.
- b. **Kitchen, Toilets & Bathrooms :** High quality vitrified tiles for walls and floors.

### DOORS:

- a. All doors shall be flush doors with hard wood frame with accessories.

### WINDOWS:

- a. High quality aluminium windows or PVC Windows .

### KITCHEN:

- a. Granite counter top.
- b. Provision for modular kitchen design.

### BATHROOMS & TOILETS :

- a. High standard sanitary ware.
- b. High standard bathroom fittings.

(NB - all above of **American Standard** or equivalent make)

### ELECTRICALS :

- a. Top quality sockets and switches – Legrand or equivalent
- b. Telephone system with intercom.
- c. Earthing and lightning protection system
- d. Concealed copper wiring, sufficient light and power points



- e. TV, telephone and AC points in the living room and all bedrooms

SERVANT QUARTERS :

- a. Exclusive Servant Quarter with all units.

MULTI LEVEL CAR PARK :

- a. Covered Multi-level Car park as per design by the System Provider.

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## Schedule – “E”

Specifications, Amenities, Facilities (which are part of **the Project**)

### STRUCTURE:

- a. R.C.C. framed structure.

### WALLS:

- a. Double external walls for elevation, where required.
- b. Internal (Common Areas) : Putty and Paint.
- c. Internal (Common Areas) : Paint/ stone/ glass finish.

### FACADES :

- a. Facade finish shall be a combination of wood finish, stone, aluminium and textured cement concrete.
- b. Planter bodies with well-designed drainage system where required.

### FLOORING:

- a. Marble / Granite / Stone in all common areas.
- b. Marble and wooden entrance lobby.
- c. Driveways and open parking spaces to be paved with chequered tiles or hard stone or crazy mosaic or paver blocks as per the design and specifications of the Architect.
- d. Covered car parking space to be with crazy mosaic / cement tiles in the ground floor as per the design and specifications of the Architect .

### STAIRCASE:

- a. The staircase railings would be of MS with wooden or Aluminum or Glass or any other suitable material handrails as per the design and specifications of the Architect.

LIFT :

- a. MRL elevator-Kone or equivalent make.
- b. Elevator access to the roof.

ELECTRICAL & MISCELLANEOUS INSTALLATIONS:

- a. Top quality sockets and switches – Legrand or equivalent
- b. Intercom.
- c. Provision for Master Antenna Television system.
- d. Earthing and lightning protection system
- e. CCTV surveillance system for entrance and common areas.
- f. Concealed copper wiring, sufficient light and power points

GENERATOR :

- a. 100% power backup to all and common areas.
- b. Chargeable power back for units.

ROOF-TOP :

- a. Landscaped garden for community space.
- b. Meditation Area.
- c. Sit-out Areas.

WATER AND PLUMBING:

- a. Overhead water tank, water pipes, sewerage pipes of the building Pump and overhead reservoir as per design and specification of the Architect (save those inside any Unit).
- b. Drains, sewerage pits and pipes within the building (save those inside any Unit).

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**Schedule – “F”**  
(Common Expenses)

**1. MAINTENANCE:**

All costs and expenses of maintaining, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the common areas including all exterior and interior walls (but not inside any unit) and in particular the roof to the extent of leakage from the upper floors.

**2. OPERATIONAL:**

All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment's and installations comprised in the common areas including transformer, generator, lift, water pump and light etc. and also the costs of repairing renovating and replacing the same.

**3. TRUSTEE/S :**

The remuneration, compensation, reimbursements and all others to the Trustee/s as be determined by the Board of Trustees.

**4. STAFF:**

The salaries and all other expenses of the staff to be employed for the common purposes viz. accountant, manager, caretaker, security personnel and other maintenance persons including their bonus and other emoluments and benefits. Till such time the Maintenance Organization is formed the Vendor shall do the maintenance and the Vendor shall be at the liberty to charge salaries / other outgoings of the staff assigned for the maintenance job and the Purchaser shall not have any objection to the same.

**4. TAXES & LEVIES:**

Municipal rates, taxes and levies and all other outgoings for the common areas or for the said premises or for the buildingsave the taxes determined and payable by the Unit owners for their respective units upon separate assessment.

**5. ASSOCIATION OF ALLOTTEES:**

Establishment and all other expenses of said Association Of Allottees or any agency looking after the common areas.

**6. INSURANCE:**

Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lighting, mob, violence, civil commotion (and other risks, if insured).

**7. RESERVES:**

Creation of funds for replacement, renovation and/or other periodic expenses.

**8. FACILITIES:**

All costs and expenses incurred for the installation, maintenance, up keep and running of the facilities as more fully described in Part I and Part II of the FOURTH SCHEDULE.

**9. OTHERS:**

All other expenses and/or outgoings as may be determined by the Vendor / Association Of Allottees for the common purposes.

## FORM FOR PHOTOGRAPHS & FINGER PRINTS

		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		<b>LEFT HAND</b>				
		<b>Name :</b> _____ <i>(for Promoter - as Partner)</i>	_____	_____	_____	_____
Thumb	Fore		Middle	Ring	Little	
<b>RIGHT HAND</b>						
<b>Name :</b> _____ <i>(for Allottee - Self)</i>	_____		_____	_____	_____	_____
	Little	Ring	Middle	Fore	Thumb	
	<b>LEFT HAND</b>					
	_____	_____	_____	_____	_____	
<b>Name :</b>	_____	_____	_____	_____	_____	
	Thumb	Fore	Middle	Ring	Little	
	<b>RIGHT HAND</b>					
	_____	_____	_____	_____	_____	
		Little	Ring	Middle	Fore	Thumb
		<b>LEFT HAND</b>				
		_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		<b>RIGHT HAND</b>				