

**AGREEMENT FOR SALE**

**THIS AGREEMENT** is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**BETWEEN**

**BENGAL GHG DEVELOPERS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, as amended till date, having its registered office at 80, Bentinck Street, Kolkata – 700 001, Post Office and Police Station Hare Street (**PAN AADCB1649Q**), represented by its Directors **1) SRI KESHAV KUMAR GUPTA**, son of Sri Hiralal Gupta, by faith Hindu, by occupation Business, residing at 80, Bentinck Street, Post Office and Police Station Hare Street, Kolkata – 700 001 (**PAN – AFWPG1480M**) and **2) SRI MAHESH KUMAR AGARWAL**, son of Late Ramananda Agarwal, by faith Hindu, by occupation business, residing at 159, Rabindra Sarani, Post Office and Police Station Burrabazar, Kolkata – 700 007 (**PAN – ACQPA6110M**)

(**Promoter**, which expression shall include its successors and assigns and/or assigns)

**And**

Mr/Ms. \_\_\_\_\_, son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_ (**PAN** \_\_\_\_\_)

(**Allottee**, which expression shall include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Promoter and Allottee referred to as such or as **Party** and collectively **Parties**.

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

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

**WHEREAS:**

- A. The Promoter is the absolute and lawful owner of All That piece and parcel of mokorari mourashi bastu land measuring about 3 Bighas 15 Cottahs 10 Chittaks 26 Sq. feet, together with new buildings constructing thereon, situated at part of Holding No. 24/2, Onkarmal Jetia Road, (corresponding to Dag No. 179, under Khatian Nos. 128, 133, 134, 135, 137, 138, 139 & 140, within Mouza Shibpur, Touzi No. 798), P.S. Shibpur, District Howrah, within H.M.C. ward No. 38, hereinafter referred to as the "**Said Property**", which is more particularly described in **Schedule A** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as

**Annexure “1”.** The entire property of present Holding No. 24/2, Onkarmal Jetia Road (previously 1, Onkarmal Jetia Road), P.S. Shibpur, District Howrah, previously known as 24, Onkarmal Jetia Road, originally belonged to Sri Kishorilal Jatia and Sri Onkarmal Jatia, both sons of Late Ramjilal Jatia, who became joint owners of the said property by purchase through four separate deeds, which were registered before the District Sub-Registrar, Howrah and recorded in a) Book No. 1, Volume No. 30, pages 92 to 96, being no. 1532 for the year 1907, b) Book No. 1, Volume No. 15, Pages 164 to 167, Being No. 917, for the year 1913, c) Book No. 1, Volume No. 38, Pages 256 to 260, Being No. 3459, for the year 1915 and d) Book No. 1, Volume No. 33, Pages 209 to 212, Being No. 2632, for the year 1914. The said Kishorilal Jatia died leaving his son Guzanund Jatia as his legal heir; the said Onkarmal Jatia and Guzanund Jatia while seized and possessed of the said property, by a Deed of Arpannama, dedicated all their aforesaid property of 24, Onkarmal Jetia Road (previously 1, Onkarmal Jetia Road), P.S. Shibpur, District Howrah, to their family deity “Sree Sree Onkareswar Mohadeo”. The said Deed of Arpannama was registered in the office of Registrar of Assurance at Calcutta and recorded in Book No. 1, Volume No. 75, Pages 167 to 193, Being No. 2296 for the year 1920 and accordingly said Sree Sree Onkareswar Mohadeo became the sole and absolute owner of the said property and Trustees viz. 1) Birendra Kumar Jatia, 2) Sree Mohan Jatia, 3) Rajendra Kumar Jatia, 4) Ashok Jatia and 5) Punit Jatia, were appointed by a registered Deed of Appointment, dated 09-02-2001, registered in the office of Addl. Registrar of Assurances, Kolkata vide Deed No. 699, for the year 2001, who were managing all the estate of said Sree Sree Onkareswar Mohadeo under the name & style ‘Sree Sree Onkareswar Mohadeo Trust’. In the meanwhile the State of West Bengal acquired a portion of the said property of 24, Onkarmal Jatia Road, (under Dag Nos. 179 & 179/191), measuring an area about 32 Cottahs approx for construction

of approach road and interchanges of Second Hooghly River Bridge Project, vide Land Acquisition case No. 408 II (111)(4) of 1983-84; The remaining portion of the said property was under exclusive ownership of said Sree Sree Onkareswar Mohadeo under the management of the sebaitis viz. 1) Birendra Kumar Jatia, 2) Sree Mohan Jatia, 3) Rajendra Kumar Jatia, 4) Ashok Jatia and 5) Punit Jatia; After such acquisition the said entire premises having been divided into two parts being intervened by the approach road of Second Hooghly River Bridge and for that the two divided parts of the said property have become difficult for maintenance and the earnings from the said property was so meagre that maintenance of the said property after paying rents and taxes was going to be impossible and not only that, the said property was going to be encroached and thus the trustees of said 'Sree Sree Onkareswar Mohadeo Trust' unanimously decided to sell the said property and accordingly they on behalf of said Sree Sree Onkareswar Mohadeo jointly applied before the Hon'ble High Court at Calcutta, seeking permission to sell the said property which was register as O.S. No. 126 of 2006 and whereas after considering the said application His Lordship Hon'ble Justice Asim Kumar Banerjee was pleased to pass an order on 18-08-2006 for sale of the said property of 24, Onkarmal Jetia Road, P.S. Shibpur, District Howrah with some conditions ; In terms of the said order dated 18-08-2006 an advertisement was published on 09-10-2006 in the 'Anandabazar Patrika' and 'The Statesman' for sale of the said property of 24, Onkarmal Jetia Road and on compliance of the said advertisement one M/S. Raghav Vanijya Private Limited purchased 30 Cottahs of land from the western part of the said property on confirmation of the Hon'ble High Court at Calcutta, by a registered Deed of Sale, dated 06-09-2007 and remaining approx 85 (Eighty Five) Cottahs of land more or less with several structures was still under the ownership of said Sree Sree Onkareswar Mohadeo; In the same manner following the advertisement published in the 'Anandabazar Patrika' and

'The Statesman' on 09-10-2006 the Promoter herein (the purchaser thereto) offer a sum of Rs. 5,25,000/- (Rupees Five Lac Twenty Five Thousand) only per Cottah to purchase the residue land with structures of said Sree Sree Onkareswar Mohadeo; Accordingly said Sree Sree Onkareswar Mohadeo applied for confirmation before the Hon'ble High Court at Calcutta as per terms of the said order passed in O.S. No. 126 of 2006 to sell the said property to the purchaser being the highest bidder amongst others and considering the said application, being T.A. No. 711 of 2007, Hon'ble Justice Maharaj Sinha passed an order confirming sell of the residue property of Holding No. 24, Onkarmal Jetia Road, Shalimar, Howrah to the Promoter herein being the highest bidder on receipt of balance consideration amount; Out of the said entire property an area measuring 7 (Seven) Cottahs approx was in occupation of some unauthorized occupiers and as such the Promoter herein purchase the balance 78 (Seventy Eight) Cottahs of land with structures of the said property, free from all encumbrances by a registered Deed of Conveyance, dated 10-04-2008, which was registered in the office at District Sub-Registrar, Howrah, vide Book No. 1, CD Volume No. 15, Pages 69 to 87, Being No. 03979, for the year 2008; The Promoter herein after Purchase the said property mutated its name before the Howrah Municipal Corporation and after mutation the said purchased property of the Promoter has been renumbered as 24/2, Onkarmal Jetia Road, Police Station - Shibpur, Pin - 711103, Howrah and the Promoter also mutated its name before the Settlement Record of the Govt. of West Bengal; The Promoter with a view to obtain sanction of the building plan as per provisions of Howrah Municipal Corporation obtained "No Objection Certificate" from the Competent Authority under Urban Land (Ceiling & Regulation) Act, 1976 and the said Competent Authority during the course of said proceeding vested 2 Cottahs 5 Chittaks 19 Sq. feet land and thus the Promoter became sole and absolute owner of remaining 3 Bighas 15 Cottahs 10 Chittaks 26

Sq. feet land only and obtain “No Objection Certificate” and also obtained sanction of building plan vide BRC/78/12-13, dated 14-12-2012 in respect of the said 3 Bighas 15 Cottahs 10 Chittaks 26 Sq. feet of land only, more fully described in the schedule ‘A’ written hereunder; The Promoter before obtaining sanction of the said Building Plan to get maximum height of the proposed buildings gifted a portion (204.70 sq. meter) from the said property to the Howrah Municipal Corporation by a registered Deed of Gift/Declarations for Strip of Land, dated 10-12-2012, registered in the office of District Sub-Registrar, Howrah, Vide Deed No. 10214 of 2012;

- B. The Said Property is earmarked for the purpose of building a residential project comprising multi-storied apartment buildings and car parking spaces and the said project shall be known as “**AKCHAT LAXMI GARDEN**” (“**Said Project**”), *inter alia* consisting of (i) Block A, Block B, Block C and Block D *inter-alia* comprising of 4 (four) Ground+ 7 (G+7) storied residential buildings, being constructed on the Said Property, (ii) Covered parking space and open parking space are presently being developed as a Project and proposed as a “real estate project” by the Promoter and is being registered as a ‘real estate project’ (“**the Real Estate Project or Project**”) with the West Bengal Housing Industry Regulatory Authority (“**Authority**”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Promoter to the said Property is to be constructed have been completed.
- D. The *Promoter* have duly intimated the concerned Howrah Municipal

Authority about commencement of construction of the Project .

- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Building from the competent authority), which is presently being developed as a Real Estate Project. The Promoter agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the Real Estate 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 Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_ ) square feet, corresponding to super built up area of (\_\_\_\_\_ ) square feet, more or less, having a balcony/terrace, measuring an carpet area of \_\_\_\_\_ (\_\_\_\_\_ ) square feet, more or less, being more particularly described in **Schedule - B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2" ("Said Apartment")** in Block \_\_\_\_\_, (**Said Building**) **together with** the right to park in the parking space/s more particularly described in **Schedule B** below (**Said Parking Space**) and **together with** pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule E** below ("**Common Areas**"). The Said Apartment, the Said Parking Space (if any) and the Share In Common Areas collectively described in **Schedule B** below (collectively "**Said Apartment**

**And Appurtenances**") situated at 24/2, Onkarmal Jetia Road, Police Station - Shibpur, Pin – 711103, Howrah.

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

I. The principal and material aspects of the development of the Real Estate Project as disclosed by the Promoter are briefly stated below–

**(i)** The detailed scheme of development attached as **Annexure “1”** discloses the proposed designated uses of the buildings/structures and the development on the Said Property and is based on the current approved layout for the Said Property and the conceptual layout for the development of the Said Property. The conceptual layout of the development on the Said Property could be finally developed by the Promoter at its sole discretion either in terms of the Plan in **Annexure “1”** or in such other manner as may be possible under the relevant /applicable laws.

**(ii)** The Other Residential Component proposed to be developed as part of the Said Project, may be provided with certain common areas, facilities and amenities (“**Other Residential Exclusive Amenities**”) and which may exclusively be made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees of the Other Residential Component and may not be available to the Allottee or any other allottees/occupants of apartments in the Real Estate Project



- (iii) The Allottee agrees that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/units in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/units and to the exclusion of other allottee/s in the Real Estate Project (“**Limited Areas And Facilities**”). The Allottee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Allottee in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** hereunder written. The Allottee agrees to not use the Limited Areas And Facilities identified for other allottee/s nor shall the Allottee have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee/s and/or the usage thereof.
- (iv) The Common Areas in the Real Estate Project that may be usable by the Allottee and other allottee/son a non-exclusive basis are listed in **Schedule E** hereunder written.
- (v) The Promoter shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the HMC and all other concerned authorities, and construct additional built-up area – (i) by way of additional apartments and/or additional floors on the Said Building; and/or (ii) additional buildings on any part of the remaining portion of the Said Property. For the purpose aforesaid, the Promoter will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Building without however, adversely affecting the Said Apartment agreed to be sold hereunder, and to carry out

construction work accordingly. The Allottee hereby irrevocably agrees and gives his/her/its express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Allottee's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Allottee shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Building being affected by such construction. The Allottee hereby agrees to give all facilities and co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Promoter to complete the development smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Promoter will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter as aforesaid.

- (vi)** The Allottee agrees and acknowledges that the sample apartment/units (if any) is constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as

displayed in the sample apartments, other than as expressly agreed by the Promoter under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment/units constructed by the Promoter.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Apartment And Appurtenances, being collectively described in **Schedule B**.

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

**1 TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Apartment And Appurtenances,

described in **Schedule B** below.

1.2 The Total Price payable for the Said Apartment And Appurtenances is based on the carpet area is Rs..... only (**Total Price**).

Block/Building/Tower No.....	Rate of Apartment per square feet
Apartment no.....	
Type.....	
Floor No.....	
Total price (in rupees.....)	

Cost of exclusive balcony/verandah areas, if any,	
Cost of exclusive open terrace areas, if any	
Proportionate cost common areas	
Preferential location charges	
Total price in rupees	

Garage/covered parking	
Open parking space	
Total price in rupees	

The extras like maintenance charges, taxes etc. are mentioned in the

Schedule - 'C' below.

**Explanation:**

- (i) The Total Price includes the booking amount paid by the Allottee to the Promoter towards the Said Apartment And Appurtenances.
- (ii) In addition to the Total Price, the Allottee/s shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Said Apartment And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Apartment And Appurtenances, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof;

Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.
- (v) The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:
- (1) The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.

(2) The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owner/ Promoter.

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

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

1.3. The Total Price is escalation-free, save and except escalations/increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government 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 authority/Local Bodies/Government, the Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued 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 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 as per the payment plan set out in **Schedule C** below ("**Payment Plan**").
- 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 @ 6% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Said Apartment, 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. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition alterations.
- 1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet



area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the Allottee, the Promoter shall demand additional amount from the Allottee towards the Total Price, which shall be payable by the Allottee prior to taking possession of the Said Apartment. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.

1.8. Subject to Clause 9.3 of this Agreement, the Promoter agrees and acknowledges that the Allottee shall have the following rights to the Said Apartment And Appurtenances:

- (i) The Allottee shall have exclusive ownership of the Said Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in **Schedule E** below). Since the share/interest of the Allottee in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Real Estate Project along with other occupants/allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas of the Real Estate Project (described in **Schedule E** below) to the association of allottees after duly obtaining the

completion certificate from the competent authority as provided in the Act.

(iii) The computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.

(iv) The Allottee has the right to visit the Real Estate Project site to assess the extent of development of the Project and his apartment, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

1.9. It is made clear by the Promoter and the Allottee agrees that the Said Apartment along with the Said Parking Space shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in Recital I (including all its sub-clauses), it is agreed that the Real Estate Project is an independent, self-contained project covering the Said Property(described in **Schedule A** below) 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 exceptfor the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the allottees as expressly mentioned in this Agreement.

1.10. The Promoter agrees to pay all outgoings before transferring the

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

- 1.11. The Allottee has paid a sum equivalent to 10% (ten percent) of the total price as booking amount being part payment towards the Total Price of the Said Apartment And Appurtenances which includes token amount/any advances paid 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 Said Apartment And Appurtenances as prescribed in the Payment Plan [specified in **Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein **Provided that** if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## 2. **PAYMENTS:**

- 2.1 Subject to the terms of this Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the

Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Promoter.

2.2 The Promoter shall be entitled to securitize the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

2.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

2.4 The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee that a particular

milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee as stated at Clause 29 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

2.5 In the event of delay and/or default on the part of the Allottee in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

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

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

Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Said Apartment And Appurtenances, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other 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 Said Apartment to the Allottee and the Common Areas of the Real Estate Project (described in Schedule E below) to the association of allottees, upon its formation and registration.

**6. CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:**

6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Real Estate Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall

ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Schedule D** of this Agreement.

6.2 The Allottee agrees, accepts and confirms that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 6.2 in accordance with what is stated at Recitals I hereinabove:-

6.2.1 The Said Property is being developed by constructing and developing multiple buildings/structures and the Other Residential Component as may be permissible in the manner more particularly detailed at Recitals I hereinabove. The Promoter shall be entitled to develop the Said Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee has agreed to purchase the Said Apartment And Appurtenances based on the unfettered rights of the Promoter in this regard.

6.2.2 The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Said Property. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other allottee/s of units/apartments in the Said Building and/or the Real Estate Project and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee of units/apartments in the



Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottee/s of units/apartments in the Real Estate Project shall object to the Promoter laying through or under or over the land described in **Schedule A** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the Said Property.

6.2.3 The Allottee is aware that he/she/it/they shall only be permitted to use the Common Areas in the Real Estate Project (specified in **Schedule E** below) and Included Amenities(specified in **Schedule F** below) in common with other allottee/s and users in the Real Estate Project and the Promoter and its contractors, workmen, agents, employees, personnel and consultants. The Allottee is also aware that the Promoter shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Other Residential Component and shall not be available to the Allottee or any other allottees/occupants of apartments/units in the Real Estate Project.

6.2.4 The Said Project Included Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Real Estate Project shall be an integral part of the layout of the development of the Said Property and neither the Allottee nor any person or entity on the Allottee's

behalf shall, at any time claim any exclusive rights with respect to the same.

6.2.5 The Allottee shall at no time demand partition of the Said Apartment And Appurtenances and/or the Said Building and/or the Real Estate Project and/or the Other Residential Component.

## 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 Said Apartment to the Allottee and the Common Areas of the Real Estate Project to the association of allottees (upon its formation and registration) is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment along with ready and complete Common Areas of the Real Estate Project (as specified in Schedule E below) with all specifications (as provided in Schedule D below) in place on **May 2019** ("**Completion Date**"), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project ("**Force Majeure**"). If, however, the completion of the Real Estate 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 allotment within 45 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The Possession Date has been accepted by the Allottee. However, if the Said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

- 7.2. **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. 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 provided on Schedule H below) as determined by the Promoter/association of allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The promoter shall hand over the photocopy of completion certificate of the Project 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 mentioned in Clause 7.2 above, the Allottee shall take possession of the Said 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 Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2 above, such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Apartment shall become applicable.

7.4 **Possession by the Allottee-** After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below), to the association of allottees, upon its formation and registration;

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below) to the association of allottees within thirty days after formation and registration of the association of allottees.

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 entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Apartment and Appurtenances to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the purchase price of the Allottee, if the current sale price is less than the purchase price. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

- 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 Real Estate Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation

provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the 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 Completion Date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the 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 Property/Project; the requisite authority and rights to carry out development upon the Said Property and absolute, actual, physical and legal possession of the Said Property for the Real Estate Project.

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.
- (iii) There are no encumbrances upon the Said Property or the Real Estate Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Property or the Real Estate Project, save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Said Property and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Said Property, the Said Apartment, the Said Building and Common Areas of the Real Estate Project till the date of handing over of the Real Estate Project to the association of allottees;
- (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 any other agreement / arrangement with any person or party with

respect to 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 Said Apartment to the Allottee and the Common Areas of the Real Estate Project to the association of allottees, upon the same being formed and registered;
- (x) The Said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said 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 irrespective of possession of apartment along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or not;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been received by or served upon the Promoter in



respect of the Said Property and/or the Real Estate 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 Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in Schedule D of this Agreement, and for which completion certificate, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. 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 at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to alloteeregistering the deed of cancellation in respect of the Said Apartment and Appurtenances;

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

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

- (i) In case theAllottee fails to make paymentto the Promoter as per thePayment 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 condition listed above continues for a period beyond3 (three)consecutive months after notice from the Promoter in this regard, the Promoter,upon 30 (thirty) days written notice,may cancel the allotment of the Apartment in favour of the Allottee and forfeit the entirety of the

booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Apartment and Appurtenances to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

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

The Promoter, on receipt of Total Price of the Said Apartment and Appurtenances (as provided in Schedule C under the Agreement) from the Allottee, shall execute a conveyance deed drafted by the Promoter's legal advisors and convey the title of the Said Apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottee:

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and

registration charges and the Allottee shall be bound by its obligations as more fully mentioned in Clause 7.3 of this Agreement.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottee (to the Promoter) from the date of obtaining completion certificate till handover of maintenance of the Real Estate Project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the Project including those mentioned in **Schedule H** below ("**Common Expenses/Maintenance Charges**").

**12. DEFECT LIABILITY:**

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to

rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project. The Allottee is/are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard

**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 of the Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting 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 use by the association of allottees formed by the allottees for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT**

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

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

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

15.4 In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively **Covenants**), described in **Schedule G** below.

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

The Parties are entering into this Agreement for the allotment of an 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(s) anywhere in the Real Estate Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Actand save as expressly provided in this Agreement.

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

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

19. **APARTMENT OWNERSHIP ACT:**

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

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned



Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation 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/plot/building, as the case may be.

22. **RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising

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

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

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

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

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in 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 after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_(specify the address of the Sub-Registrar).

Hence this Agreement shall be deemed to have been executed at  
.....

**29. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

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

allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

**SCHEDULE 'A'****(Said Property)**

**ALLTHAT** piece and parcel of mokorari mourashi bastu land measuring about 3 Bighas 15 Cottahs 10 Chittaks 26 Sq. feet, together with several structures constructing thereon, situated at Holding No. 24/2, Onkarmal Jetia Road, (corresponding to Dag No. 179, under Khatian Nos. 128, 133, 134, 135, 137, 138, 139 & 140, within Mouza Shibpur, Touzi No. 798), P.S. Shibpur, District Howrah, Pin - 711103, within H.M.C. ward No. 38, including all rights of user of the common passages and other easement rights attached thereto, butted and bounded as follows:-

ON THE NORTH : Vendor's Land.

ON THE SOUTH : Corporation drain thereafter Flyover.

ON THE EAST : Partly Drain and thereafter Holding Nos. 373/5 and 373/6, G.T. Road (South) and partly Holding Nos. 401, 415, 413, 414, 413/1, 412 & 411/1, Sarat Chatterjee Road.

ON THE WEST : Onkarmal Jetia Road.

**SCHEDULE 'B'****(Said Apartment And Appurtenances)**

(a) The Said Apartment, being Residential Apartment No. \_\_\_\_\_, \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_

(\_\_\_\_\_) square feet, corresponding to super built up area of (\_\_\_\_\_) square feet, more or less, having a balcony/terrace, measuring an carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, in Block \_\_\_\_ (**Said Building**) situated at 24/2, Onkarmal Jetia Road, Police Station - Shibpur, Pin - 711103, Howrah. The layout of the Said Apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**;

(b) The Said Parking Space, being the right to park \_\_\_\_\_ (\_\_\_\_\_) medium sized car, being no. ...., admeasuring ..... Sq. ft. or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the covered space in the ground Floor of any building in the Said Complex and \_\_\_\_\_ (\_\_\_\_\_) medium sized car/s and/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the open space at the ground level of the Said Complex;

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

**SCHEDULE 'C'**

The Total Price payable for the Apartment is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), Rs. \_\_\_\_\_, (Rupees .....) for balcony/verandah, and Rs. \_\_\_\_\_, (Rupees .....) for open terrace and for parking space in the Garage /Covered /Open ,thus totalling to Rs...../- (\_\_\_\_\_)for the Apartment

and Appurtenances

**(Payment Plan)**

On Booking	10%	
On Agreement		10%
On Commencement of Plinth work of the Block		10%
On Completion of Plinth Work of the Block		10%
On Commencement of 1 <sup>st</sup> floor Slab of the Block		10%
On Commencement of 3 <sup>rd</sup> floor Slab of the Block		10%
On Commencement of 5 <sup>th</sup> floor Slab of the Block		10%
On Commencement of 7 <sup>th</sup> floor Slab of the Block		10%
On Commencement of Brick Work of the Apartment Booked		10%
On Commencement of Plumbing & flooring of the Apartment Booked	5%	
On Commencement of Lift, Generator & Outside Paint Work		5%

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

<b>EXTRA CHARGES</b>	
Maintenance Charges for 12 months :	Rs. 24/- per Square feet.
Sinking Fund	Rs. 25/- per Square feet
Society formation charge	Rs. 2,500/- per apartment
Documentation charges for this agreement to	Rs. 5,000/- per apartment



be paid at the time of execution of this agreement	
Installation of transformer, generator & other equipments	Proportionate on Square Feet Basis
Individual CESC electric meter charges	On actual
Advocate fees and other incidental charges for registration	0.5% of the consideration value
Stamp duty fees, Registration fees	On actual basis

### **SCHEDULE 'D'**

#### **Specifications**

**(Which Are Part of the Said Apartment/Unit)**

- STRUCTURE** : RCC framed structure over pile foundation.
- ELEVATION** : A unique Blend of oriental and modern architecture.
- BRICKWORK** : 8" outer walls and 5"/3" inner walls.
- FRAMES&DOORS** : Seasoned Salwood Door Frames with entrance polished flush door with night latch and good quality flush doors in all other rooms.
- WINDOWS** : Anodized Aluminium windows.
- FLOORING** : Master Bedroom wooden flooring, Vitrified floor tiles in bedrooms, living & dinning.
- KITCHEN** : Granite top platform with stainless steel sink of reputed brand and glazed tiles dado upto 2' high above the platform. Flooring anti-skid tiles.
- TOILET** : Ceramic tiles upto door height, commode with cistern, Basin, Elegant CP fittings, provision for

hot & cold water supply in each toilets & anti-skid tiles in floor.

**ELECTRICALS** : Coper wiring in concealed conduits (with best quality Modular Switches).

Each Room : 4 light points, 1 fan point, 1(6) amp plug point.

Hall : 5 light points, 2 fan points, 2 (6) amp plug point.

Kitchen : 2 light points, 1 exhaust fan point, 2 (16) amp plug point, 1 (6) amp plug point.

Toilet : 2 light point, 1 Exhaust fan point, 1 (16) amp plug point, 1 (6) amp plug point.

AC Point : In bedrooms & hall.

Balcony : 1 light point, 1 Fan point.

Calling Bell : 1 point.

Cable Line : 1 point (living / dining) & 1point in Master Bedroom.

Telephone Line : 1 point (living / dining).

**ELEVATOR** : 2 Nos. of reputed brand in each block.

**INTERNALWALL** : Conventional brickwork with “wall putty finish”.

**NAMEPLATE** : For each and every Apartments name plates and letter box

at the entrance of landing.

**PIPELINE** : water supply : Concealed PVC/GI pipe lines.

**POWERSUPPLY** : CESC Ltd.

**WATERSUPPLY** : 24 hours uninterrupted supply.

### **SCHEDULE ‘E’**

(Common Areas of the Real Estate Project)

**(Which Are Part of the Real Estate Project)**

- 1) Entrance, corridor, lobbies, staircases, landing and side spaces and ultimate roof of the building.
- 2) Surrounding the building and others spaces required for common purpose.
- 3) Electrical wiring and fitting and fixtures for lighting the staircase, lobby and other common areas for operating the water pump with motor and common meter and main switch.
- 4) Drains and sewers from the building to the Septic Tank.
- 5) Howrah Municipal Corporation water supply.
- 6) Water pump with motor, overhead water tank and distribution pipes from the overhead tank to the different units/apartments.
- 7) Water and sewerage, evacuation pipes form each unit to drains and sewers common to the building.
- 8) It is further clarified that the purchaser will not be entitled to use any space for parking two wheeler.
- 9) Air-conditioned Indoor Games Room.
- 10) Air-conditioned Gymnasium.
- 11) Air-conditioned Community Hall with Party Lawn.
- 12) Air-conditioned Guests' Rooms.
- 13) Podium Level Landscaped Garden.
- 14) Children's Play area.
- 15) Fire fighting equipments.
- 16) Separate Car parking for Doctors' and Visitors'.
- 17) Visitors' waiting Room.
- 18) Drivers' waiting Room.
- 19) Wi-Fi Zone and Intercom.
- 20) Close Circuit T.V. (C.C.T.V.) Camera.
- 21) S.T.P.
- 22) Transformer and Generators.

**SCHEDULE 'F'**

**(Said Project Included Amenities)**

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

Sr. No.	Said Project Included Amenities
1.	Driveways, fire tender paths, walkways and landscaped green areas
2.	Central drainage & sewage pipeline and central water supply pipeline
3.	All other <u>areas, facilities and amenities for common use and enjoyment of Said Project.</u>

**SCHEDULE 'G'**

**(Covenants)**

The Allottee covenants with the Promoter (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

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

be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations **(5)** the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager **and(6)** the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/Said Project.

4. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall **(1)** pay the HMC Tax, surcharge, levies, cess etc. (collectively **“Rates & Taxes”**)(proportionately for the Said Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof **and (2)** have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation).
  
5. **Allottee to Pay Common Expenses/Maintenance Charges:** The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that **(1)** the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and **(2)** the Common Expenses/Maintenance Charges shall be subject to variation from

time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation).

6. **Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottee to the Promoter **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
  
7. **No Obstruction by Allottee to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Complex and/or Said Project and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
  
8. **No Rights of or Obstruction by Allottee:** All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

9. **Variable Nature of Land Share and Share In Common Portions:**

The Allottee fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Building/Real Estate Project (2) if the area of the Said Building/ Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

10. **Allottee to Participate in Formation of Association:**

The Allottee admits and accepts that the Allottee and other intending allottees of apartments in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex. The Allottee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment.



11. **Obligations of Allottee:** The Allottee shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project, the Said Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building, the Real Estate Project, the Said Project and the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Property, and outside walls of the Said Building **save** in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Promoter shall endeavor to

provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee.

- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoters shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the

Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Apartment. The Allottee shall further install split air-conditioners at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.
- (j) **Trade Mark Restriction:** not to use the name/mark **AKCHAT LAXMI GARDEN** in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the

Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark **AKCHAT LAXMIGARDEN**.

- (k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (m) **No Obstruction to Promoter/Facility Manager/Association:** not obstruct the Promoter/the Facility Manager/the Association (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Building and/or the Said Complex/Said Property and selling or granting rights to any person on any part of the Said Building/Said Complex/Said Property (excepting the Said Apartment and the Said Parking Space, if any).
- (n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.

- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation) for the use of the Common Areas.
- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefore.
- (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Building/Said Complex **save** at the place or places provided therefore **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.
- (t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.

- (u) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- (x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
- (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottee hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee hereby

confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms.

**11.1 Notification Regarding Letting/Transfer:** If the Allottee lets out or sells the Said Apartment And Appurtenances, the Allottee shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/allottee's address and telephone number.

**11.2 No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottee has accepted the scheme of the Promoter to construct/develop the Said Complex/Said Project in phases and to construct on other portions of the Said Property/the Said Complex and hence the Allottee has no objection to the continuance of construction in the other portions of the Said Property, even after the date of possession notice. The Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity.

**11.3 No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Allottee shall not have any right in the other portions of the Said Property and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Said Property/the Said Complex.

**11.4 Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all owners of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. However, the Promoter shall always have the right of further construction on the entirety of the top roof and the Allottee specifically agrees not to do any act which prevents

or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Building.

11.5 **Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Said Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites

**SCHEDULE 'H'**  
**(Common Expenses)**

- 1) **MAINTENANCE** : All expenses for maintenance, white washing, painting, repainting, renovation and replacing the common areas and installations including the outer walls of the building.
- 2) **OPERATION**:All expenses for running and operating all machinery equipment and installations comprised in the common areas and installations including the cost of repairing, renovating and replacing the same.
- 3) **STAFF** : The salaries and all other expenses of the staffs (Security Guard etc.) to be employed for the common purpose including bonus and other benefits.



- 4) **TAXES** : Municipal and other rates and levies and all other out going (save those separately assessed in respect of any apartments or portion thereof) or any other taxes levied by the government in future.

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

---

**Authorized Signatory/Director**  
**[Promoter]**

---

**[Allottee]**

**Witnesses:**

Signature \_\_\_\_\_

—

Name \_\_\_\_\_

Father's Name

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

—

Name \_\_\_\_\_

Father's Name

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

MEMO OF CONSIDERATION

The Promoter hereby confirms and acknowledges the receipt of a sum of Rs. ....../- only through Cash/Cheque/demand draft/RTGS/NEFT, from the allottee/s as consideration in the following manner;

Sl. No.	Date	Mode of Payment	Name of the Bank and Branch	Cheque /Demand Draft No.	Amount (Rs.)

Total Rupees ..... only.

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**Authorized Signatory**  
**[Promoter]**

**Witnesses:**

Signature\_\_\_\_\_ Signature\_\_\_\_\_

—

—

Name \_\_\_\_\_ Name \_\_\_\_\_