

## AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this \_\_\_\_\_ (Date) day of \_\_\_\_\_ (Month), 20\_\_\_\_\_

### By and Between

(1) **DR. (MRS.) SARBANI MUKHERJEE**, wife of Dr. Ananda Moy Mukherjee, by religion Hindu, by occupation retired from service, Citizen of Great Britain, being an Overseas Citizen of India holding OCI Card No. A2655721, permanently residing at 6, Hough Wood Grange Ashton-In-Makerfield 2N4, 9LT, Lancashire, UK and also staying at 31/41, Binova Bhave Road, Post Office New Alipore, Police Station Behala, Kolkata 700 038 and having Income Tax Permanent Account Number AZDPM1564B, (2) **BISWAJIT BANERJEE**, son of Late Dr. Baidyanath Banerjee, by religion Hindu, by occupation Economist, Citizen of United States of America, being an Overseas Citizen of India holding OCI Card No. A1533166, permanently residing at 540 Haverford Road Unit 2, Wynnewood, PA 19096, USA and also staying at 31/41, Binova Bhave Road, Post Office New Alipore, Post Office New Alipore, Police Station Behala, Kolkata 700 038 and having Income Tax Permanent Account Number AZFPB1410P and (3) **INDRAJIT BANERJEE**, son of Late Dr. Baidyanath Banerjee, by religion Hindu, by occupation Physicist, Citizen of United States of America, being an Overseas Citizen of India holding OCI Card No. A341612, permanently residing at 3738 Deedham Drive, San Jose, CA 95418, USA and also staying at 31/41, Binova Bhave Road, Post Office New Alipore, Police Station Behala, Kolkata 700 038 and having Income Tax Permanent Account Number APIPB6673B, and hereinafter collectively referred to as “**the Owners**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the First Part

AND

**TIRUPATI TOWER PRIVATE LIMITED** (CIN no. U45201WB1996PTC077613), a Company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata – 700 001 and having Income Tax Permanent Account No. AABCT0495N represented by its Director Basant Kumar Parakh, son of Ratanlal Parakh, by religion Hindu, by occupation Business, Citizen of India, residing at 50 Haraprasad Shastri Sarani, Post Office New Alipore, Police Station New Alipore, Kolkata – 700 053, having Income Tax Permanent Account Number AFRPP9480P authorized vide resolution dated \_\_\_\_\_ hereinafter referred to as “**the Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the Second Part

The term “**Vendors**” shall mean jointly the Owners and the Promoter and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue. The term “**Promoter/Owners**” and/or the term “**concerned Vendor**” shall mean and refer to the Promoter in respect of the Apartment Units comprised in the Promoter’s Area and shall mean and refer to the Owners in case of the Apartment Units comprised in the Owners’ Area.

AND

[If the Allottee is a company]

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company within the meaning of the Companies Act, 2013, having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the Third Part

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide resolution dated \_\_\_\_\_ hereinafter referred to as **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, and their respective heirs, executors, administrators, successors, legal representatives and/or permitted assigns) of the Third Part

[OR]

[If the Allottee is an Individual]

Mr./Ms. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter called **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, legal representatives and permitted assigns) of the Third Part

[OR]

[If the Allottee is a HUF]

\_\_\_\_\_ HUF, a Hindu Undivided Family represented by its Karta Mr. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter referred to as **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the co-parcenors and members for the time being of the said HUF, and their respective heirs, executors, administrators, successors and permitted assigns) of the Third Part

*(Please insert details of other allottee(s) in case of more than one allottee)*

The Vendors and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”

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

- (a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act. XLI of 2017);

- (b) “**Rules**” means the West Bengal Housing Industry Regulations 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.
- (e) Words defined in **Schedule F** shall have the meaning mentioned therein.

## WHEREAS

- A. The Owners are jointly the absolute and lawful owners of the said Land described in **Schedule H**. The devolution of title in favour of the Owners in respect of the said Land is mentioned in **Schedule I** hereto.
- B. The Owners have entered into the Development Agreement with the Promoter for the development of the said Land.
- C. The said Land is earmarked for the purpose of building a residential multi-storied building and the Project has been named “**Prabhat Kamal by Orbit**”.
- D. The Vendors are fully competent to enter into this Agreement.
- E. The Kolkata Municipal Corporation has sanctioned the Plans to develop the Project vide Building Permit No. 2019100001 dated 2<sup>nd</sup> April, 2019.
- F. The Promoter has obtained the sanctioned Plans for the Project from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G. The Vendors have registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- H. The Allottee had applied for an apartment in the Project and has been allotted on the General Terms and Conditions agreed between the parties All That the said Apartment Unit described in **Schedule A** and the floor plan of the said Apartment is annexed hereto and marked as **Schedule B**.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
  - (i) The ownership and title of the Owners in respect of the Premises and the documents relating thereto;
  - (ii) The Plans sanctioned by the Corporation and the necessary approvals and permissions;
  - (iii) The right, title, interest and entitlement of the Promoter as the developer in respect of the Premises; and
  - (iv) The Carpet Area, Built-up Area and the Super Built-up Area of the said Apartment.
- K. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.
- L. 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.
- M. 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.

**N.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment Unit described in **Schedule A**.

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 Vendors agree to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment Unit described in **Schedule A**.

1.2 The Total Price/Agreed Consideration for the said Apartment Unit based on the carpet area thereof is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only (“**Total Price/Agreed Consideration**”) as per details mentioned in **Schedule C**.

*Explanation:*

(i) The Total Price above includes the booking amount paid by the Allottee towards the said Apartment.

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and/or the Project to the Association of allottees after obtaining the completion certificate;

Provided that all the applicable taxes shall be payable by the Allottee to the Promoter or the Owners, as the case may be;

(iii) The Promoter/Owners shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as stated in (i) above and the Allottee shall make the payment demanded within the time and in the manner specified therein. In addition, the Promoter/Owners shall provide on written request 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 includes the proportionate share in the said Land and Common Areas as mentioned in this Agreement.

1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Promoter/Owners undertake(s) and agree(s) that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Owners shall enclose the said notification/order/rule/regulation to

- that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
  - 1.5 The Promoter/Owners may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ \_\_\_\_\_% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter/Owners.
  - 1.6 It is agreed that the Vendors 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' in respect of the said Apartment, without the previous written consent of the Allottee as per the provisions of the Act and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee: 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 it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Apartment intended to be acquired by the Allottee and the Allottee hereby consents to the same and waives his right of giving any further consent.
  - 1.7 The Promoter/Owners shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy/Completion Certificate is granted by the Corporation, 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/Owners. If there is reduction in the carpet area then the Promoter/Owners shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoter/Owners shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
  - 1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Vendors agree and acknowledge that the Allottee shall have the right to the said Apartment Unit as mentioned below:
    - (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Parking Space described in Schedule A.
    - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Apartment Owners, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, corporation taxes and other liabilities. It is clarified that the Promoter shall hand over the Common Areas to the

- association of allottees after duly obtaining the completion/ Occupancy Certificate from the Corporation as provided in the Act;
- (iii) That the computation of the price of the said Apartment includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and includes cost for providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in **Schedules D & E**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
- (iv) The Allottee shall be entitled to visit the Project site to assess the extent of development of the Project and the said Apartment.
- 1.9 It is made clear by the Vendors and the Allottee agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.
- 1.10 The Promoter/Owners agree(s) to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter/Owner(s) fail(s) to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the said Apartment Unit to the Allottee, then the Promoter/Owners agree(s) to be liable, even after the transfer of the said Apartment Unit, 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 total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Promoter/Owner(s) hereby acknowledge(s) and the Allottee hereby agrees to pay the remaining price of the said Apartment Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Promoter/Owners or not, 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 at

the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Vendors abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter/Owners or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque payable at Kolkata or online payment (as applicable) in favour of the Promoter if the said Apartment Unit is comprised in the Promoter's Area and in favour of the Owners if the said Apartment Unit is comprised in the Owners' Area.

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

3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Vendors and 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 Vendors with necessary declarations, documents, permissions, approvals, etc. 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 and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Vendors accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Vendors be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Vendors 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 Vendors immediately and comply with necessary formalities if any under the applicable laws. The Vendors 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 Unit applied for herein in any way and the Vendors shall issue the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter/Owners to adjust and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Apartment Unit, if any, in his/her name and the Allottee undertakes

not to object/demand/direct the Promoter/Owners to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

The Vendors shall take steps to 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 Unit to the Allottee and the Common Areas to the association of allottees. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C".

**6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Corporation, the Total Price & payment plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule G** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D & E**. The Promoter shall develop the said Apartment 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 Corporation and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the Corporation and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE SAID APARTMENT:**

**7.1 Schedule for possession of the said Apartment:-**

The Vendors agree and understand that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below. The Promoter assures to hand over the said Apartment 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") or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or due to reasons beyond control, then the Allottee agrees that the Vendors shall be entitled to the extension of time for delivery of possession of the said Apartment Provided that such Force Majeure conditions or reasons 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 Vendors to implement the project due to Force Majeure conditions, then this allotment shall be terminated and the Promoter/Owners shall refund to the Allottee the entire amount received by the Promoter/Owners from the Allottee within 45 days from that date or within such further time as may be agreed between the parties. The Promoter/Owners



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. whatsoever against the Vendors and that the Vendors shall be released and discharged from all their obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Vendors.

- 7.1A The obligation of any of the Vendors under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and not committing any breach, default or violation.
- 7.2 **Procedure for taking Possession-** The Promoter/Owners, upon issue of the Partial or Full Occupancy/Completion Certificate by the Corporation, shall offer in writing ("**Notice for Possession**") the possession of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within two months from the date of issue of occupancy/completion certificate subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Vendors and the Allottee within 3 months from the date of issue of Occupancy/Completion Certificate. The Allottee, after issue of notice for taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of allottees, as the case may be, corporation taxes and other outgoings in respect of the said Apartment Unit from the date of issuance of the Completion Certificate. The Promoter/Owners shall hand over the occupancy/completion certificate of the said Apartment to the Allottee at the time of execution of the Deed of Conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of the said Apartment-** Upon receiving a written intimation from the Promoter/Owners as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Promoter/Owners by executing necessary indemnities, undertakings and other documentation prepared by the Promoter/Owners through the Project Advocates including those prescribed in this Agreement and the Promoter/Owners shall give possession of the said Apartment Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay maintenance charges, corporation taxes and other outgoings as specified in Clause 7.2.
- 7.4 **Possession by Allottee-** After obtaining the occupancy/Completion certificate and handing over physical possession of the Apartment Units to all the Allottees, it shall be responsibility of the Promoter to hand over the necessary

documents and plans, including common areas, to the association of Allottees as per the local laws.

- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Promoter/Owners under this Agreement, the Promoter/Owners herein is/are entitled to forfeit the booking amount paid for the allotment. The balance amount of money, if any, paid by the Allottee to the Promoter/Owners towards the Total Price shall only be returned by the Promoter/Owners to the Allottee within 45 days of such cancellation or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. The Promoter/Owners shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.
- 7.6 **Compensation.-** The Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the said Land that is known to the Owners but has not been disclosed to the Allottee or which the Allottee could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law, 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. It is further made clear that under no circumstances shall the Owners be liable for any defective title not created by the Owners and/or any defect that existed prior to the purchase of the said Land. The Promoter shall not have any liability regarding the title since the same is the responsibility, obligation and liability solely of the Owners.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter/Owners fail(s) to complete or is/are unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement by the date specified in Clause 7.1; or (ii) due to discontinuance of his business on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Promoter/Owners, the Promoter/Owners shall be liable on written demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him towards the Total Price of the said

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 or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Promoter/Owners 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/Owners to the Allottee within forty five days of it becoming due and such interest may be adjusted against the interest receivable by the Promoter/Owners from the Allottee for delayed payment in terms of Clause 1.11.

#### 8. **REPRESENTATIONS AND WARRANTIES OF THE VENDORS:**

The Vendors hereby represent and warrant to the Allottee as follows:

- (i) The Owners have marketable title with respect to the said Land. The devolution of title of the Owners in respect of the said Land is mentioned in **Schedule-I** hereto. The Owners have absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project created by the Vendors save and except mortgage of the said Land for obtaining loan for the Project as mentioned in Clause 18;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the Corporation with respect to the Project, said Land and the said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendors have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, the Building and the said Apartment and Common Areas;
- (vi) The Vendors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected;
- (vii) The Vendors have not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Vendors confirm that the Vendors are 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/Owners shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the Common Areas to the association of Allottees;
- (x) The said Apartment 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 Apartment;
- (xi) The Vendors have 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 Premises to the Corporation till the Occupancy/Completion Certificate is issued;
- (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 Apartment) has been received by or served upon the Vendors in respect of the said Land and/or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clauses and reasons beyond control, the Promoter/Owners shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Promoter/Owners fail(s) to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Schedule 'A' or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority and/or extensions thereof. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition.
- (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/Owners under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions,

covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to Promoter/Owners as demanded by the Promoter/Owners. If the Allottee stops making payments the Promoter/Owners 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/Owners shall be liable to refund the entire money paid by the Allottee towards the Total Price for purchase of the said Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Owners, 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/Owners to the Allottee within forty-five days of it becoming due or within such further time as may be agreed between the parties.

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

- (i) In case the Allottee fails to make payments of the demands made by the Promoter/Owners as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter/Owners on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter/Owners in this regard, the Promoter/Owners may cancel the allotment /Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Promoter/Owners by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter/Owners shall be free to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to the

Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable.

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

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

The Vendors, on receipt of Total Price of the said Apartment as per Clause 1.2 and Additional Liabilities and Deposits mentioned in **Schedule G** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, corporation and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a conveyance deed and convey the title of the said Apartment, the said Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas including the said Undivided Share within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses within the period mentioned in the notice, the Allottee authorizes the Vendors to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and incidental expenses to the Vendors is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the completion certificate of the project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Apartment Units by the Allottees including the Allottee herein and/or if there is any deviation

found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Building.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :**

The Promoter/Maintenance Agency/Association of allottees shall have rights of unrestricted access to all Common Areas mentioned in **Schedules D & E** as also the garages/covered parking and Parking spaces for providing necessary maintenance and repair 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 cause necessary repairs and maintenance and set right any defect.

**14. USAGE :**

Use of the Common Areas: The Common Areas as located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of Allottees formed for rendering maintenance services.

**15. COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:**

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 Building, or the said Apartment or the Common Areas 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 shall keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the 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. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule J** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and this Agreement including the clauses below.

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

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Promoter shall be entitled to create charge and/or mortgage in respect of the Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Apartment Unit, a release/no objection/ clearance shall be obtained by the Promoter. Similarly, the Allottee shall be entitled to take housing loans for the purpose of acquiring Apartments in the Project from banks, institutions and



entities granting such loans provided that such loans are in accordance with and subject to this Agreement.

19. **APARTMENT OWNERSHIP ACT:**

The Vendors have assured the Allottees that the project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Vendors does not create a binding obligation on the part of the Vendors 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 registration authority as and when intimated by the Vendors. If the Allottee(s) fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Vendors, then the Vendors 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, shall be treated as cancellation of this Agreement by the Allottee without any default of the Vendors and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to 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 save and except the General Terms and Conditions in regard to the said Apartment.

22. **RIGHT TO AMEND:**

The Agreement may only be amended through written consent of the Parties. Any document containing any amendment accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment of a document and as such registration of any document containing any amendment is not likely to be possible.

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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Apartment, in case of a transfer that is validly made with the prior written consent of the Promoter/Owners, as the said obligations go along with the said Apartment for all intents and purposes.

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

24.1 The Promoter/Owners may, at its/their sole option and discretion, without prejudice to its/their rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (Schedule '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/Owners in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter/Owners to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter/Owners being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Promoter/Owners. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter/Owners including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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 the 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 the Project, the same shall be

the proportion which the carpet area of the said 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 deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of the 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 or on behalf of the Vendors through their respective authorized signatory/constituted attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Vendors and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

**29. NOTICES:**

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

\_\_\_\_\_ Name of Allottee  
 \_\_\_\_\_ Allottee Address  
 \_\_\_\_\_ Owners' names  
 \_\_\_\_\_ Owners' Addresses  
 M/s \_\_\_\_\_ Promoter name  
 \_\_\_\_\_ Promoter Address

It shall be the duty of the Allottee and each of the Vendors to inform the other parties 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 each of the Vendors or the Allottee as the case may be.

**30. JOINT ALLOTTEES:**

That in case there are Joint Allotees all communications shall be sent by either of the Vendors 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 said Apartment prior to the execution and registration of this Agreement for Sale 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 unless agreed between the parties. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding.

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 referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

*[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder]*

34. **ADDITIONAL TERMS**

Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be valid and binding on them in addition to and/or in modification/supersession of those contained hereinbefore:

34.1 Although the entire Total Price / Agreed Consideration is payable to either the Owner(s) or the Promoter as stated in Schedule C, the Owners and the Promoter hereby confirm and agree to be bound by their respective obligations under the terms and conditions recorded herein.

### **34.2 CONSTRUCTION OF THE PROJECT/APARTMENT**

(i) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

(ii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

### **34.3 POSSESSION OF THE APARTMENT**

(i) With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.

(ii) From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.

(iii) After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment Unit in the Allottee's name within 6 months thereafter.

### **34.4 EVENTS OF DEFAULTS AND CONSEQUENCES**

(i) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter/Owners shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Promoter/Owners within the above time, then the Allottee shall be liable to pay to the Promoter/Owners compensation and/or damages that may be quantified by the Promoter/Owners and in default of such payment within 30 days, the Promoter/Owners may terminate the allotment /Agreement of the said Apartment in favour of the Allottee. In case of termination the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.

(ii) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Building, then in that event the Allottee shall also be liable to pay to the Promoter/Owners compensation and/or damages that may be quantified by the Promoter/Owners.

(iii) Besides the aforesaid rights, the Promoter/Owners shall also be entitled to enforce any other right to which the Promoter/Owners may be entitled to in law by reason of any default or breach on the part of the Allottee.

### **34.5 CONVEYANCE OF THE SAID APARTMENT**

(i) Neither any of the (i) open and covered spaces in the Building and the said Land that are not included in the Common Areas mentioned in **Schedule E**, (ii) Roof of the Building at the Premises excluding the Common Roof Area, (iii) other Apartments, Apartment Units and Parking Spaces in the Building (except the right to park medium sized car(s) in the said Parking Space) and/or the Premises, (iv) right of further construction on any part of the open land/space comprised in the said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area and (v) Exclusive Private Roof Area Rights in respect of the Exclusive Private Roof Area are intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Promoter/Owners and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter/Owners shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the

Promoter/Owners in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Promoter/Owners.

(ii) The right of the Allottee regarding the Undivided Share shall be variable depending on Additional/Further Constructions, if any, made by the Vendors from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Allottee on the ground of or by reason of any variation of the Undivided Share.

(iii) The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including Common Roof Area) of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. without being required to pay any charges for the same, other than payment of electricity consumed on actuals, and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

(iv) Save and except the right of obtaining housing loan in terms of Clause 18 above, the Allottee shall not have any right or lien in respect of the said Apartment Unit till physical possession is made over to him after payment of all amounts by the Allottee.

(v) The Deed of Conveyance and all other papers and documents in respect of the said Apartment Unit and the Premises shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Promoter/Owners after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoter/Owners may suffer.

#### **34.6 MAINTENANCE OF THE BUILDING /APARTMENT/PROJECT**

(i) The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Vendors shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.

(ii) All the Apartment Owners as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

(iii) All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Promoter and the Allottee hereby consents to accept and sign the same.

(iv) The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto.

(v) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.

(vi) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Building including the Allottee herein.

(vii) The rights of the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee has irrevocably agreed to be bound by the same.

(viii) The Allottee shall from the Date of Possession, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Apartment Owner and/or the Vendors.

(ix) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas, the Building and the Premises including payment of Maintenance Charges, electricity charges, corporation and other taxes and other outgoings are more fully specified in Clause 15 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, corporation taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee from the date of issuance of the Completion Certificate notwithstanding anything to the contrary contained in Clause 15 or elsewhere in this Agreement. Such liability shall continue till the same is paid



by the Allottee or the Agreement/ Allotment is cancelled/terminated.

(x) The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charge.

(xi) The certified copies of title deeds relating exclusively to the Premises that are available with the Vendors along with related documents and certified copy of Plans of the Building shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.

(xii) From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

### **34.7 ADDITIONAL CONSTRUCTIONS**

The Allottee has irrevocably consented and/or hereby irrevocably consents that the Vendors shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at their absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect

thereof. For the aforesaid purpose the Vendors are entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Vendors shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendors have an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

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

Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of Clause 18 unless all the following conditions are complied with:-

- a) A minimum period of 1 (one) year has passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full payment of the Total Price / Agreed Consideration, the Additional Liabilities and Deposits mentioned in **Schedule G** due or payable till the time of such Alienation including interest and penalties, if any.
- d) The Allottee or the assignee, nominee, etc. has made payment to the Promoter/Owners a sum of Rs. 1,01,000/- (Rupees one lakh one thousand) only as transfer charges (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Service Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company in which the Allottee owns at least 51 per cent of the entire equity share capital as also complete management control.
- e) The Allottee shall deposit with the Promoter/Owners No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the above Apartment Unit including the documents

- pertaining to the above Apartment Unit.
- f) Prior consent in writing is obtained from the Promoter/Owners regarding the proposed Alienation.
- g) Any additional income tax liability that may become payable by the Vendors due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Vendors agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

After the execution and registration of the Deed of Conveyance, the Allottee may alienate the said Apartment Unit subject to the following conditions:

- a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The transfer of the said Apartment Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.
- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, corporation and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Corporation and other concerned persons/entities are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer.

The terms and conditions of this Agreement for Sale are as per the contractual understanding between the parties and have been mutually agreed upon and have been mutually added/modified by the parties to the basic format suggested under the Rules. Such additional/modified terms and conditions are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**  
Allottee (including Joint buyers)

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the
--	--

	photograph
(2) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter:

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
--	--

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED Owners:

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
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At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SCHEDULE 'A'- PLEASE INSERT DESCRIPTION OF THE APARTMENT AND GARAGE/COVERED PARKING**

**(IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.**

The said Apartment is to be made ready for handing over possession by 31<sup>st</sup> March, 2021 unless there is delay due to Force Majeure or reasons beyond control

**SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN**

Event of making Payment	Percentage out of the Agreed Consideration
On Booking	10 per cent
On Agreement	10 per cent
On commencement of 1 <sup>st</sup> Floor Casting	10 per cent
On commencement of 2 <sup>nd</sup> Floor Casting	10 per cent
On commencement of 3 <sup>rd</sup> Floor Casting	10 per cent
On commencement of 4 <sup>th</sup> Floor Casting	10 per cent
On commencement of 5 <sup>th</sup> Floor Casting	10 per cent
On commencement of brickwork of the said Apartment	10 per cent
On commencement of flooring of the said Apartment At or before Date of Possession of the said Apartment or on receipt of completion certificate, whichever is earlier	10 per cent
<b>Total</b>	<u>10 per cent</u> <b>100 per cent</b>

In terms of the Development Agreement, the Owners are entitled to the entire consideration in respect of the Apartment Units comprised in the Owners' Area while the Promoter is entitled to the entire consideration in respect of the Apartment Units comprised in the Promoter's Area. Under the circumstances, the Total Price / Agreed Consideration payable hereunder is payable to the \_\_\_\_\_ as the said Apartment Unit described in Schedule A is comprised in the \_\_\_\_\_ Area.

**SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT**

Structure	Earthquake Resistant RCC Structure
Flooring	Bedroom & Living Areas – Imported Marble Terrace – Outdoor Deck Flooring  <u>KITCHEN &amp; TOILETS</u>

	Flooring – Imported / Anti Skid Tiles Wall - Anti Skid Tiles
Sanitary	Jaguar, Kohler or Equivalent Make
Doors	Teak Wood Veneered Flush doors in Bedrooms, Bathrooms and Kitchen
Windows	Anodized Power Coated Windows
Electricals	Concealed Copper wiring within the Apartments Modular switches of reputed make
Elevator	1 (one) automatic Elevator of KONE or equivalent make
Elevation	Texture Paint as per the Architect's Specifications and Design
Wall Finish	Plaster of Paris for smooth finish
Water Proofing & Treatments	Anti-Termite Treatment during various stages of construction High quality waterproofing at required areas
Generator	100 per cent power backup at extra cost
Security	Intercom and CCTV surveillance

**SCHEDULE 'E'- SPECIFICATIONS AMENITIES FACILITIES WHICH ARE PART OF THE PROJECT**

1. Lobby
2. Stairs
3. Lift well
4. Underground Tank
5. Overhead Tank
6. Lift Machine Room
7. Common Roof Area only

Notwithstanding anything contained elsewhere herein the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Vendors under this Agreement. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that (i) the Exclusive Private Roof Area in respect of which only the Owners shall have Exclusive Private Roof Area Rights and (ii) the

studio with a toilet-cum-bathroom and space for kitchenette on the ground floor forming part of the Owners' Area shall not form part of the Common Areas under any circumstances.

## SCHEDULE F- DEFINITIONS

- (a) **“Additional Liabilities”** shall mean the Additional Liabilities mentioned in **Part-I** of the **Schedule G** hereto all of which are to be paid by the Allottee in addition to the Total Price / Agreed Consideration and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (b) **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule C** payable by the Allottee for acquiring the said Apartment Unit;
- (c) **“Apartment”** shall mean any residential apartment (including the servant quarter on the ground floor appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and/or enjoyed;
- (d) **“Apartment Unit”** shall mean any Apartment (including the servant quarter on the ground floor appurtenant thereto) and/or other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Apartment Owner, the right, if any, to park a car in a Car Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas with the right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;
- (e) **“Apartment Owners”** shall, according to the context, mean the Allottee herein including all allottees and/or intending allottees of different Apartments in the Building including the Promoter/Owners in respect of such Apartments which are not transferred or alienated and/or not agreed to be transferred or alienated for the time being by the Promoter/Owners;
- (f) **“Architect(s)”** shall mean Spectrum Design Group of Mumbai and SDB Architects of Kolkata or such other Architect(s) whom the Promoter may from time to time appoint as the Architect(s) for the Building;
- (g) **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Vendors and the representatives of the Apartment Owners and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (h) **“Building”** shall mean the building and/or structures to be constructed on the Premises as per the Plans and the other constructions and structures that may be constructed on the Premises from time to time;
- (i) **“Built-Up Area”** in relation to an Apartment shall mean the plinth area of that apartment (including the area of bathrooms, balconies and servants quarter, if any, appurtenant thereto) and also the thickness of the walls (external or internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Apartments;

- (j) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (k) **“Common Expenses”** shall mean all costs and expenses mentioned in **Schedule K** for the management, maintenance and upkeep of the Building, the Common Areas and the expenses for Common Purposes;
- (l) **“Common Areas”** shall mean the common areas, facilities and installations in the Building and the Premises, as may be decided or provided by the Promoter for common use and enjoyment of the Apartment Owners and which are indicated in the **Schedule E** hereto;
- (m) **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Building and in particular the Common Areas, rendition of services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartment Units exclusively and the Common Areas in common;
- (n) **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roof of the Building, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Apartment Unit, along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas;
- (o) **“Corporation”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;
- (p) **“Corpus Fund”** shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Apartment Owner, including the Allottee herein, towards corpus fund which shall be held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- (q) **“Date Of Possession”** shall mean the date on which the Allottee is handed over possession of the said Apartment;
- (r) **“Deed Of Conveyance”** shall mean the Deed of Conveyance to be executed by the Vendors in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;
- (s) **“Deposits”** shall mean the amounts mentioned in **Part-II** of the **Schedule G** hereto and to be deposited by the Allottee and shall also include any other amount that the Allottee may be required to deposit;
- (t) **“Development Agreement”** shall mean and include the memorandums, agreements and documents executed from time to time by and between the Owners and the Promoter relating to development of the Premises and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time as also all documents executed pursuant thereto, including Powers of Attorney;
- (u) **“Exclusive Private Roof Area”** shall mean all portions of the roof over the ultimate top floor of the Building other than the Common Roof Area that shall be demarcated by the Promoter in respect of which only the Owners shall have Exclusive Private Roof Area Rights and in respect of



- which the Allottee, other Apartment Owners and/or occupants of the Building shall have no right, title, interest, claim or entitlement whatsoever;
- (v) **“Exclusive Private Roof Area Rights”** shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Roof Area by the Owners (along with their guests and visitors) including beautifying and landscaping the same, making a private roof garden, making installations, erections and constructions permissible in law, etc. together with the right to transfer such rights and entitlements;
  - (w) **“Maintenance Agency”** shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association;
  - (x) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
  - (y) **“Owners’ Area”** shall mean the areas to which the Owners are entitled to under the Development Agreement;
  - (z) **“Parking Spaces”** shall mean the spaces on the ground floor of the Building as also in the open space surrounding or adjacent to the Building that may be earmarked by the Promoter for parking of medium sized cars;
  - (aa) **“Plan/Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Corporation vide Building Permit No. 2019100001 dated 2<sup>nd</sup> April, 2019 and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Vendors, if any, as well as all revisions, renewals and extensions thereof, if any;
  - (bb) **“Premises”** shall mean the said Land described in **Schedule H** containing land measuring about 12 cottahs 6 chittacks 18 square feet more or less lying and situate at and being Premises No. 50, Jnan Goswami Sarani, (formed by amalgamation of previous (i) Premises No. 23A/159B, Block G, New Alipore, (ii) Premises No. 23A/159C, Block G, New Alipore, (iii) Premises No. 23A/159D, Block G, New Alipore and (iv) Premises No. 50, Jnan Goswami Sarani, New Alipore) Police Station New Alipore, Kolkata – 700 053 and the same shall wherever the context permits also include the Building to be constructed thereon;
  - (cc) **“Project”** shall mean the work of development of the Premises by the Promoter, construction and completion of the Building (including Additional/Further Constructions), marketing and sale of the Apartment Units and other rights, handing over of possession of the completed units to the Apartment Owners by the Promoter/Owners and execution and registration of the Deeds of Conveyance in favour of the Apartment Owners;
  - (dd) **“Project Advocates”** shall mean R. Ginodia & Co., Advocates of 4E & F, Hastings Chambers, 7C, Kiran Shankar Roy Road, Kolkata-700 001 who have been appointed by the Promoter and have prepared this Agreement and also shall prepare all legal documentation regarding the development, construction, sale and transfer of the Premises, the

- Building and the Apartment Units therein, including the Deeds of Conveyance;
- (ee) **“Promoter’s Area”** shall mean the areas to which the Promoter is entitled to under the Development Agreement;
  - (ff) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Promoter/Owners shall be entitled in case of any default or breach by the Allottee;
  - (gg) **“Said Apartment”** shall mean the Apartment described in **Schedule A** hereto;
  - (hh) **“Said Apartment Unit”** shall mean the said Apartment, the said Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
  - (ii) **“Said Land”** shall mean the land measuring about 12 cottahs 6 chittacks 18 square feet more or less comprised in the Premises;
  - (jj) **“Said Parking Space”** shall mean the right to park medium sized car(s) if any, described in **Part-II** of the **Schedule A** hereto;
  - (kk) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share in the said Land comprised in the Premises which is attributable to the said Apartment;
  - (ll) **“Super Built-Up Area”** of the said Apartment Unit has been mutually agreed to be calculated by adding (i) the built-up area of the said Apartment (ii) an agreed fixed percentage of 33.33 (thirty three point three three) per cent of the built up area of the said Apartment;
  - (mm) **“Undivided Share”** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share in the said Land comprised in the Premises which is attributable to the Apartment concerned;
  - (nn) **Masculine Gender** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

## SCHEDULE G

### PART I – ADDITIONAL LIABILITIES

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Goods and Service Tax (GST) payable on the Total Price/Agreed Consideration and/or on sale/ transfer of the said Apartment Unit to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or along with the payment of the respective installment or within 15 days of demand by the Promoter/Owners, whichever is the earliest.
- (ii) Legal Fees at the rate of Rs. 5/- per square feet of the Super Built-up Area payable directly to the Project Advocates; 50 per cent of which shall be paid within 30 days from the booking of the said Apartment

- and the balance 50 per cent shall be paid on or before the Date of Possession.
- (iii) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Apartment Unit in favour of the Allottee.
  - (iv) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous expenses for registration of each document.
  - (v) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, and/or the agreed Specifications, including the costs, charges and expenses for revision/registration of the Plans in relation to the said Apartment.
  - (vi) The Allottee shall pay Rs. 95/- (Rupees ninety five only) per square feet of super built up area of the said Apartment amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the Promoter on account of the following:
    - a. Towards formation of the Association.
    - b. For obtaining and providing electricity supply and meter, including, on account of transformer or electrical sub-station, if any, and its installation, HT/LT line supply, supply cables, switch gears, etc. The Allottee confirms and accepts that the Allottee shall bear and pay separately all the expenses (including the security deposit) payable to Calcutta Electric Supply Corporation Limited (CESC) for his separate meter.
    - c. For providing common generator as mentioned in Schedule E above
  - (vii) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Building or the construction in terms hereof.
  - (viii) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Building and/or the Premises by the Promoter.
  - (ix) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.

## PART II –DEPOSITS

(a)	Deposit for Corpus Fund payable by the Allottee at such rate per square feet of Super Built-up Area of the said Apartment as may be decided by the Promoter prior to the Date of Possession.
(b)	Deposit for Maintenance Charges for 12 months at the rate of Rs.

	24/- (Rupees twenty four only) per square feet (subject to escalation) of Super Built up Area of the said Apartment.
(c)	Deposit equivalent to 4 (Four) quarters Municipal Taxes at the rate of Rs. 24/- (Rupees twenty four only) per square feet of Super Built up Area of the said Apartment.
(d)	Deposit for electric supply/individual meter for the said Apartment as per actuals payable to the electricity supply authority.
(e)	Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The Deposit under Item Nos. (a) to (c) shall be paid by the Allottee to the Promoter on or before possession without raising any objection whatsoever regarding the same. The Deposit under Item Nos. (d) and (e) shall be paid by the Allottee to the Promoter within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

Applicable Goods and Service Tax and any other tax, duty, levy, cess etc., if applicable, on the above amounts shall be paid by the Allottee in addition to the above.

The payments to be made under Item Nos. (iii), (v), (vi), (vii), (viii), (ix) and (x) of Part I above together with GST thereon as also all Deposits under Item nos. (a) to (e) of Part II above together with GST thereon shall be payable to the Promoter irrespective of whether the said Apartment Unit is comprised in the Promoter's Area or the Owners' Area. The payments to be made under the remaining Items mentioned in Part I above together with GST thereon shall be made in favour of the concerned Vendor.

#### **SCHEDULE H - SAID LAND/PREMISES**

**ALL THAT** the the piece or parcel of land measuring about 12 cottahs 6 chittacks 18 square feet more or less lying and situate at and being Premises No. 50, Jnan Goswami Sarani, (formed by amalgamation of previous (i) Premises No. 23A/159B, Block G, New Alipore, (ii) Premises No. 23A/159C, Block G, New Alipore, (iii) Premises No. 23A/159D, Block G, New Alipore and (iv) Premises No. 50, Jnan Goswami Sarani, New Alipore) Police Station New Alipore, Kolkata – 700 053 (formerly Premises No. 159, Block G, New Alipore, Kolkata 700 053) within Ward No. 81 of the Kolkata Municipal Corporation, District South 24 Parganas together with constructions thereon and butted and bounded as follows:

On the North by :	Two houses on the Plot 142 G-Block, New Alipore, Kolkata 700 053;
On the East by :	A building at 160/2 G-Block, New Alipore, Kolkata 700 053;
On the South by :	40 feet wide Municipal Road across from 162, Block G and 163, Block G, New Alipore; and

On the West by :	Premises No. 158, G-Block, New Alipore, Kolkata 700 053.
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OR HOWSOEVER OTHERWISE the same may be butted bounded called known numbered described or distinguished.

**SCHEDULE I – DEVOLUTION OF TITLE OF THE OWNERS IN RESPECT OF THE SAID LAND**

A. By and under an Indenture of Sale dated 5<sup>th</sup> September, 1950 and registered at the office of the Sadar Joint Sub-Registry of Alipore in Book No. I, Volume No. 77, Pages 17 to 22, Being No. 4284 for the year 1950 the Hindustan Co-operative Insurance Society Limited sold and conveyed in favour of Smt. Kamalini Mukharji All That the piece or parcel of revenue free land being Plot No. 159, Block No. 'G' of the Society's New Alipore Development Scheme No. XV measuring 12.42 Cottahs be the same a little more or less situate lying at and being a portion of Port Commissioners' surplus land lying between Diamond Harbour Road and Tolly's Nullah, Thana Alipore, Registration District Alipore, District 24-Parganas within the Municipal limits of the Corporation of Calcutta (being the said Land).

B. The said Smt. Kamalini Mukherjee got the said Land mutated in her name with the Calcutta Municipal Corporation and obtained a Sanctioned Building Plan from the Calcutta Municipal Corporation and constructed a three-storied building with garage and outhouse on a portion of the said Land and also laid out lawns and gardens on the said Land.

C. By and under a Deed of Gift dated 30<sup>th</sup> November, 1962 and registered at the office of the Alipore Sub Registry Office in Book No. I, Volume No. 153, Pages 160 to 165, Being No. 9792 for the year 1962 the said Smt. Kamalini Mukherjee gifted and transferred the said Land together with the constructions thereon in favour of her son Pradyut Chandra Mukherjee. Subsequently the said Pradyut Chandra Mukherjee got the said Land mutated in his name with the Calcutta Municipal Corporation.

D. The said Pradyut Chandra Mukherjee died on 1<sup>st</sup> August, 1993 leaving behind his Last Will dated 16<sup>th</sup> January, 1970 whereunder he bequeathed, inter alia, the said Land in favour of his sister Smt. Parul Rani Banerjee alias Smt. Parul Banerjee who was also appointed as the Executrix thereunder. Probate of the said Last Will dated 16<sup>th</sup> January, 1970 of the said Pradyut Chandra Mukherjee was granted on 22<sup>nd</sup> November, 1975 by the Learned Court of District Delegate at Alipore under Act 39, Case No. 186 of 1974 in favour of the said Smt. Parul Rani Banerjee alias Smt. Parul Banerjee.

E. The said Smt. Parul Rani Banerjee alias Smt. Parul Banerjee duly assented to the legacy in her favour and accordingly the said Smt. Parul Rani Banerjee alias Smt. Parul Banerjee became the absolute lawful owner of the said Land.

F. The said Smt. Parul Rani Banerjee alias Smt. Parul Banerjee divided the said Land into four separate areas and for the purpose of private access to such four separate areas, a 12 (twelve) feet wide private passage measuring about 13 Chittacks 38.4 Square feet was demarcated in the property only for exclusive personal use of the owners of such four separate areas.

G. By and under a Deed of Gift dated 15<sup>th</sup> June, 1981 and registered at the office of the District Sub-Registrar, Alipore in Book No. I, Volume No. 217, Pages 292 to 298, Being No. 6777 for the year 1981 the said Smt. Parul Banerjee gifted and transferred in favour of Indrajit Banerjee (being the Owner No. 3 herein) a demarcated portion of the said Land being All That the piece and parcel of revenue free land measuring about 2 cottahs 1 chittack 16 square feet being the North-Eastern portion of Premises No. 159, Block G, New Alipore within Police Station New Alipore in the District of 24 Parganas which was subsequently renumbered as Premises No. 23A/159C, Diamond Harbour Road, Kolkata 700 053.

G.1 The said Indrajit Banerjee (being the Owner No. 3 herein) was in the United States of America at the time of execution and registration of the said Deed of Gift dated 15<sup>th</sup> June, 1981 and accordingly the said Indrajit Banerjee (being the Owner No. 3 herein) could not make an endorsement in the said Deed of Gift dated 15<sup>th</sup> June, 1981 accepting the gift of the said Premises No. 23A/159C. Accordingly, by a Deed dated 27<sup>th</sup> June, 1984 and registered at the office of the District Sub-Registrar, Alipore in Book No. I, Volume No. 65, Pages 130 to 135, Being No. 8748 for the year 1984 the said Smt. Parul Banerjee and the said Indrajit Banerjee (being the Owner No. 3 herein) confirmed the said Deed of Gift dated 15<sup>th</sup> June, 1981 and the said Indrajit Banerjee (being the Owner No. 3 herein) accepted the gift of the said Premises No. 23A/159C.

H. By and under a Deed of Gift dated 16<sup>th</sup> December, 1982 and registered at the office of the District Sub-Registrar, Alipore in Book No. I, Volume No. 419, Pages 117 to 121, Being No. 16507 for the year 1982 the said Smt. Parul Banerjee gifted and transferred in favour of Biswajit Banerjee (being the Owner No. 2 herein) a demarcated portion of the said Land being All That the piece and parcel of revenue free land measuring about 2 cottahs 1 chittack 16 square feet being the North-Western portion of Premises No. 159, Block G, New Alipore within Police Station New Alipore in the District of 24 Parganas with building with asbestos shed standing thereon being outhouse comprising of servants quarter and garage which was subsequently renumbered as Premises No. 23A/159B, Diamond Harbour Road, Kolkata 700 053.

I. By and under a Deed of Gift dated 16<sup>th</sup> December, 1982 and registered at the office of the District Sub-Registrar, Alipore in Book No. I, Volume No. 26, Pages 219 to 222, Being No. 523 for the year 1983 the said Smt. Parul Banerjee gifted and transferred in favour of Dr. (Mrs.) Sarbani Mukherjee (being the Owner No. 1 herein), a demarcated portion of the said Land being All That the piece and parcel of revenue free land measuring about 3 cottahs 11 chittacks 7 square feet being the South-Eastern portion of Premises No. 159, Block G, New Alipore within Police Station New Alipore in the District

of 24 Parganas which was subsequently renumbered as Premises No. 23A/159D, Diamond Harbour Road, Kolkata 700 053.

J. After the aforesaid gifts the said Smt. Parul Banerjee remained the lawful owner of (a) the said Private Passage measuring about 13 Chittacks 38.4 Square feet and (b) All That the piece and parcel of revenue free land measuring about 3 cottahs 11 chittacks together with the three-storied building thereon and being a portion of Premises No. 159, Block G, New Alipore within Police Station New Alipore in the District of 24 Parganas which have subsequently been collectively renumbered as Premises No. 50, Jnan Goswami Sarani, Kolkata 700 053.

K. The said Smt. Parul Banerjee died on 18<sup>th</sup> April, 2016 leaving behind her Last Will and Testament dated 29<sup>th</sup> October, 2004 whereunder she devised and bequeathed absolutely and forever the said Premises No. 50, Jnan Goswami Sarani, Kolkata 700 053 in favour of the said Indrajit Banerjee, the said Biswajit Banerjee and the said Dr. (Mrs.) Sarbani Mukherjee (being the Owners herein) in the following manner:

Beneficiary/Legatee	Undivided share in land, common areas and facilities and common parts of the above premises	Exclusive constructed area
Indrajit Banerjee	Undivided one-third share	Entire Second Floor Flat
Biswajit Banerjee	Undivided one-third share	Entire Ground Floor Flat
Dr. (Mrs.) Sarbani Mukherjee	Undivided one-third share	Entire First Floor Flat

L. Dr. (Mrs.) Sarbani Mukherjee was appointed as the executrix of the said Last Will and Testament dated 29<sup>th</sup> October, 2004. The said Last Will and Testament dated 29<sup>th</sup> October, 2004 was registered at the office of the District Sub-Registrar I, Alipore in Book No. III, Volume No. 1, Pages 185 to 192, Being No. 24 for the year 2005.

M. Probate of the said Last Will and Testament dated 29<sup>th</sup> October, 2004 of the said Smt. Parul Banerjee was granted on 19<sup>th</sup> January, 2017 by the Learned Court of District Delegate at Alipore under Probate Case No. 39, No. 698 of 2016 in favour of the said Dr. (Mrs.) Sarbani Mukherjee.

N. The said Dr. (Mrs.) Sarbani Mukherjee has assented to the legacies in favour of the respective legatees in terms of the said Last Will and Testament dated 29<sup>th</sup> October, 2004 of the said Smt. Parul Banerjee.

O. By and under a Deed of Gift dated 1<sup>st</sup> February, 2018 and registered at the office of the Additional Registrar of Assurance – I, Kolkata in Book No. I, Volume No. 1901-2018, Pages 31937 to 31969, Being No. 190100660 for the year 2018 the said Biswajit Banerjee (being the Owner No. 2 herein) granted conveyed transferred assigned and assured by way of an absolute irrevocable and unconditional gift unto the said Indrajit Banerjee (being the Owner no. 3 herein) and Dr. (Mrs.) Sarbani Mukherjee (being the Owner No. 1 herein) All That an undivided 2 (two) per cent share or interest of and in All That the said Premises No. 23A/159B, Diamond Harbour Road, Kolkata 700 053. Accordingly, the said Biswajit Banerjee, Indrajit Banerjee and Dr. (Mrs.) Sarbani Mukherjee became the joint owners of the said Premises No. 23A/159B, Diamond Harbour Road, Kolkata 700 053, each having an undivided share therein.

P. By and under a Deed of Gift dated 1<sup>st</sup> February, 2018 and registered at the office of the Additional Registrar of Assurance – I, Kolkata in Book No. I, Volume No. 1901-2018, Pages 31970 to 32003, Being No. 190100661 for the year 2018 the said Dr. (Mrs.) Sarbani Mukherjee (being the Owner No. 1 herein) granted conveyed transferred assigned and assured by way of an absolute irrevocable and unconditional gift unto the said Indrajit Banerjee (being the Owner no. 3 herein) and Biswajit Banerjee (being the Owner No. 2 herein) All That an undivided 2 (two) per cent share or interest of and in All That the said Premises No. 23A/159D, Diamond Harbour Road, Kolkata 700 053. Accordingly, the said Dr. (Mrs.) Sarbani Mukherjee, Indrajit Banerjee and Biswajit Banerjee became the joint owners of the said Premises No. 23A/159D, Diamond Harbour Road, Kolkata 700 053, each having an undivided share therein.

Q. By and under a Deed of Gift dated 1<sup>st</sup> February, 2018 and registered at the office of the Additional Registrar of Assurance – I, Kolkata in Book No. I, Volume No. 1901-2018, Pages 32004 to 32037, Being No. 190100662 for the year 2018 the said Indrajit Banerjee (being the Owner No. 3 herein) granted conveyed transferred assigned and assured by way of an absolute irrevocable and unconditional gift unto the said Biswajit Banerjee (being the Owner no. 2 herein) and Dr. (Mrs.) Sarbani Mukherjee (being the Owner No. 1 herein) All That an undivided 2 (two) per cent share or interest of and in All That the said Premises No. 23A/159C, Diamond Harbour Road, Kolkata 700 053. Accordingly, the said Indrajit Banerjee, Biswajit Banerjee and Dr. (Mrs.) Sarbani Mukherjee became the joint owners of the said Premises No. 23A/159C, Diamond Harbour Road, Kolkata 700 053, each having an undivided share therein.

R. In view of the aforesaid, the Owners jointly became the absolute lawful owners of land measuring about 12 cottahs 6 chittacks 18 square feet more or less comprised in (i) Premises No. 50, Jnan Goswami Sarani, Kolkata – 700 053, (ii) Premises No. 23A/159B, Diamond Harbour Road, Kolkata 700 053, (iii) Premises No. 23A/159C, Diamond Harbour Road, Kolkata 700 053 and (iv) Premises No. 23A/159D, Diamond Harbour Road, Kolkata 700 053.



S. The said Premises No. 50, Jnan Goswami Sarani, Kolkata – 700 053, the said Premises No. 23A/159B, Diamond Harbour Road, Kolkata 700 053, the said Premises No. 23A/159C, Diamond Harbour Road, Kolkata 700 053 and the said Premises No. 23A/159D, Diamond Harbour Road, Kolkata 700 053 have been amalgamated into a single premises being Premises No. 50, Jnan Goswami Sarani, Kolkata – 700 053 (being the said Land/Premises) by the Kolkata Municipal Corporation. The said Land/Premises is mutated in the name of the Owners in the records of the Kolkata Municipal Corporation.

#### **SCHEDULE J – ALLOTTEE’S COVENANTS & HOUSE RULES**

1. The Allottee has agreed undertaken and covenanted to:
  - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
  - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
  - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
  - d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Premises or on any portion thereof;
  - e) use the Common Areas without causing any hindrance or obstruction to other Apartment Owners and occupants of the Building;
  - f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Building;
  - g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;
  - h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Building and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment Unit

together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;

j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

k) 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 other Apartment Owners. The main electric meter shall be installed only at the common meter space. 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 Building, the Premises and outside walls of the Building save in the manner indicated by the Promoter/Association (upon formation)

l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

m) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;

n) pay for other utilities consumed in or relating to the said Apartment Unit;

o) allow the other Apartment Owners the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

q) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Vendors,

the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement; and

r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. the Allottee has agreed and covenanted:

a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;

b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Building save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Allottee to put a decent nameplate on the outface of the main door of the said Apartment;

d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Building under any circumstance and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;

f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;

g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;

h) not to install or use any shades, awnings, window guards or ventilators

excepting such as shall have been approved by the Maintenance Agency/Association;

i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;

j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Building or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Premises and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;

l) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Building;

m) not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;

n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Building;

o) not to claim any right over and/or in respect of the roofs of the Building other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or covered spaces of the Building and the Premises reserved or intended to be reserved by the Promoter/Owners for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any

inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Vendors thereat or on any part thereof;

p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the said Undivided Share and the Allottee shall not object to the changes and/or inconvenience caused due to such construction being made by the Vendors from time to time even after the Date of Possession;

q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Building and/or the Apartments therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;

r) not to object, obstruct or create any hindrance to the Vendors making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;

s) not to shift or obstruct any windows or lights in the said Apartment or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;

t) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;

u) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;

v) not hang or cause to be hung clothes from the balconies of the Said Apartment;

w) not to permit any new window, light, opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;

x) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Schedule A**;

- y) not to sell, transfer, let out or part with possession of the said parking space, if so agreed to be acquired by the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;
- z) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building;
- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement and in case of any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- bb) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- cc) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;
- dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Premises;
- ee) not to keep or harbour any bird or animal in the Common Areas of the Premises;
- ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Premises;
- gg) not to install any air-conditioner except at the designated place shown by the Promoter and at no point of time to change the position, cabling, vents and/or arrangement for the air-conditioner without prior written consent of

the Promoter;

hh) not to install any external wires or cables that may be visible outside the said Apartment;

ii) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

jj) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottee in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;

kk) not to subdivide the said Apartment Unit and/or the said Parking Space, if allotted, or any portion thereof

ll) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas;

mm) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;

nn) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Vendors to any liability under environmental laws or any other laws;

oo) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of other Apartment Units;

pp) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement;

qq) not to change the Project name and its logo under any circumstances whatsoever;

rr) not to claim any right, title, interest, or entitlement whatsoever in the Exclusive Private Roof Area; and

ss) not to interfere in any manner with the Exclusive Private Roof Area Rights of the Owners (along with their guests and visitors) in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause 10.2.

3. The Allottee agrees, undertakes and covenants not to make or cause,

directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Premises or concerning the development, construction or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the Building and/or the Premises.

4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Service Tax) under any statute or regulation on the Premises, the Building and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Promoter or Owners or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Building, without raising any objection thereto. The Promoter and/or the Owners shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the Owners and/or the concerned authority.

6. The Allottee shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Apartment Owners (either express or implied) and the Allottee shall be responsible to the Vendors for fulfilment of the Allottee's obligations irrespective of non-compliance by any other Apartment Owner.

7. The Allottee shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties



hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event any of the Vendors is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Apartment contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.

9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

### **SCHEDULE K - COMMON EXPENSES**

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Apartment) walls of the Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX, if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
9. **Management Fees**
10. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

## SCHEDULE L - RIGHTS OF THE MAINTENANCE AGENCY / ASSOCIATION

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) The Maintenance Charges payable by the Allottee with effect from the date of issue of the Completion Certificate shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. 2/- per square feet of super built-up area per month for the said Apartment together with applicable Goods and Service Tax.
- c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.
- d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee (including Joint buyers)

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
(2) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph

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

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
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At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

**WITNESSES:**

(1) Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

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

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
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At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

**WITNESSES:**

(1) Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_