

**(NOTE: THIS IS ONLY A PORFORMA OF THE AGREEMENT FOR SALE AND IS SUBJECT TO AMMENDMENTS/CHANGES AS MAY BE REQUIRED DUE TO CHANGES IN DRAFTING STYLE/ERRORS/OMMISSIONS AND/OR THE TERMS AGREED UPON BETWEEN THE PARTIES.)**

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("Agreement")** is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**BY AND BETWEEN**

**(1) KASTURI INFRASTRUCTURE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 8, Bosepukur Road, Police Station and Post Office – Kasba, Kolkata -700042 (having CIN U25201WB2006PTC108373 and PAN AACCK7690M) and **(2) NEW BALLYGUNGE BUILDERS LLP** (formerly New Ballygunge Builders Private Limited), a Limited Liability Partnership registered under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 8 Bose Pukur Road, Police Station and Post Office - Kasba, Kolkata-700042 (having LLP IN AAF-4629 and PAN AAMFN8084F) both represented by their common Constituted Attorney Mr. \_\_\_\_\_ son of \_\_\_\_\_ working for gain at 8, Camac Street, Suite No.908, Police Station – Shakespeare Sarani, Post Office – Circus Avenue, Kolkata-700017 appointed by Power of Attorney dated 03<sup>rd</sup> November, 2020 registered at the office of the Additional District Sub-Registrar, Sealdah in Book I, CD Volume Number 1606-2020, Page from 115187 to 115216, Being No. 160602727 for the year 2020, and **(3) SKDJ KASTURI**, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at 8, Camac Street, Suite No.908, Police Station – Shakespeare Sarani, Post Office – Circus Avenue, Kolkata-700017 (having PAN ACSFS3887K) represented by its Partner Mr. \_\_\_\_\_ son of \_\_\_\_\_ working for gain at 8, Camac Street, Suite No.908, Police Station – Shakespeare Sarani, Post Office – Circus Avenue, Kolkata-700017 (having PAN \_\_\_\_\_) (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 insofar as the Owner No.1 is concerned its successors-in-interest and /or assigns and insofar as the Owners No.2 and 3 are concerned their respective partners for the time being their respective successors and/or heirs as the case be and/or assigns) of the **FIRST PART**

**AND**

the abovenamed **SKDJ KASTURI**, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at 8, Camac Street, Suite No.908, Police Station – Shakespeare Sarani, Post Office – Circus Avenue, Kolkata-700017 (having PAN ACSFS3887K) represented by its Partner Mr. \_\_\_\_\_ son of \_\_\_\_\_ working for gain at 8, Camac Street, Police Station – Shakespeare Sarani, Post Office – Circus Avenue, Kolkata-700017 (having PAN \_\_\_\_\_) (hereinafter referred to as “the **PROMOTER**”, which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being their respective successors and/or heirs and/or permitted assigns) of the **SECOND PART**

**AND**

*[If the Allottee is a company]*

[\_\_\_\_]) 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 successor-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 partner (Aadhaar No. [\_\_\_\_]) 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 successors and/or heirs, executors and administrators and/or assigns) of the **THIRD PART**.

[OR]

*[If the Allottee is an Individual]*

Mr./Ms. [\_\_\_\_] (Aadhaar No. [\_\_\_\_]), son / daughter of [\_\_\_\_], aged about [\_\_\_\_] years 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, legal representatives and permitted assigns) of the **THIRD PART**.

[OR]

*[If the Allottee is a HUF]*

Mr. [\_\_\_\_], (Aadhaar No. [\_\_\_\_]), son of [\_\_\_\_] aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, 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 members or member for the time being of the said HUF, and their respective heirs, executors, administrators, legal representatives and permitted assigns) of the **THIRD PART**.

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

## **SECTION-I**

I. **Definitions**—In this Agreement, the following terms shall have the following meanings assigned to them hereinbelow, unless the context otherwise requires thereunder :

- (a) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017) as amended and/or substituted;
- (b) **"Allotted Apartment"** shall mean the Flat, Exclusive Balcony/Verandah, Servant Room/Store Room, Car Parking Space for parking of motor car at the Car Parking Space and and open terrace, if attached to the Flat, all as morefully described in the **Second Schedule** hereunder written;
- (c) **"Allottee"** shall mean one or more Allottees named above and include:
  - (i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
  - (ii) in case of a hindu undivided family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
  - (iii) in case of a partnership firm or limited liability partnership, its partners for the time being, their respective successors and/or heirs, executors, administrators, legal representatives as the case may be and/or permitted assigns;
  - (iv) in case of a company, its successors or successors-in-interest and/or permitted assigns;
  - (v) in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and shall include its/their respective successors and/or permitted assigns;
- (d) **"Apartment Acquirers"** shall mean persons who acquire apartments in the Project;

- (e) **"Applicable Interest Rates"** shall mean the rate of interest prescribed under the Act or the Rules framed thereunder from time to time;
- (f) **"Approvals"** shall mean and include all licences, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project;
- (g) **"Project Advocates"** shall mean Pankaj Shroff & Company, Advocates of 16 Strand Road, 'Diamond Heritage', N611, 6<sup>th</sup> floor, Kolkata-700001 appointed by the Owners and the Promoter for preparation of the sale agreement and sale deed for transfer of the Apartments in the Project and arranging for execution thereof;
- (h) **"Architect"** shall mean Agarwal and Agarwal, Architects of No. 215, Sebak Baidya Street, Dover Terrace, Kolkata – 700019 or any other firm or architects appointed by the Promoter;
- (i) **"Association"** shall mean an association or society or company or like body of the Apartments Acquires to be formed by the Promoter as per the Act for the Common Purposes;
- (j) **"Building"** shall mean the residential building to be constructed by the Promoter at the Premises in accordance with the Sanction Building Plan and to contain ground floor and eighteen upper floors and to comprise of various self contained Apartments, Verandah/Balcony, Servant Quarters, Store Rooms and other constructed spaces and shall include the Car Parking Spaces and shall also include additional apartments, additional car parking spaces and other structures as be sanctioned by the Kolkata Municipal Corporation and erected by the Promoter at the said Premises;
- (k) **"Building Plan"** shall mean the plan sanctioned by the Kolkata Municipal Corporation for construction of ground plus eighteen upper floors residential building at the Premises vide Building Permit No.2020070001 dated 09.06.2020 and shall include any revised building plan and all sanctionable modifications thereof and/or alterations thereto as may be necessary and/or required by the

Promoter from time to time as per the recommendation of the Architects subject to compliance of the Act;

- (l) **"Chargeable Area"** shall mean the area mentioned as chargeable area in the Second Schedule hereunder written and the same being arrived at on the basis mentioned in clause 7 of the Seventh Schedule hereunder written.
- (m) **"Car Parking Spaces"** shall mean and include covered areas at the ground floor of the building, open areas at the ground level of the Premises and mechanical multi-level car parking spaces at such areas as expressed or intended by the Promoter in its absolute discretion for parking of motor cars and may include further car parking areas as be sanctioned by the Kolkata Municipal Corporation;
- (n) **"Carpet Area"** shall mean the net usable floor area of the Flat and Servant Quarter or Store Room if any, including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area;
- (o) **"Common Areas"** shall mean collectively the areas, facilities and amenities as specified in **Part-I** of the **Third Schedule** hereunder written for beneficial use and enjoyment by the Apartment Acquirers and other occupiers, if any of the Apartments of their respective apartments;
- (p) **"Common Expenses"** shall mean and include all expenses for the Common Purposes briefly described and without limitation in the **Fourth Schedule** hereunder written and proportionate share thereof to be borne, paid and contributed by the Allottee;
- (q) **"Common House Rules"** shall mean the rules and regulations to be observed fulfilled and performed by the Allottee and the other Apartment Acquirers and other occupiers, if any of the Apartments for payment of Taxes and Outgoings by the Allottee and other Apartment Acquirers as mentioned in **Part-I** of the **Sixth Schedule** hereunder written and for the common, peaceful, effective, harmonious and

beneficial use and enjoyment of the Project by the Allottee and other Apartment Acquirers as mentioned in **Part-II** of the **Sixth Schedule** hereunder written;

- (r) **"Common Purposes"** shall mean and include (a) providing and maintaining essential services for the benefit of the Apartment Acquirers and other occupiers, if any of the Apartments, (b) collection and disbursement of the Common Area Maintenance Charges and other Common Expenses and (c) dealing with matters of common interest of the Apartment Acquirers and other occupiers, if any of the Apartments and their mutual rights and obligations;
- (s) **"Force Majeure"** shall have the meaning meant to in the said Act;
- (t) **"Maintenance In-charge"** shall, until formation of the Association, mean the Promoter and/or its appointed one or more Facility Management Agencies or nominees to look after the maintenance and administration of the Project and other Common Purposes and upon its formation mean the Association;
- (u) **"Net Carpet Area"** shall mean sum of the carpet area of the Flat and the Exclusive Balcony/Verandah and of the Servant Quarter/Storeroom, if any, and also \_\_\_\_% of the carpet area of the Open Terrace if attached to the Flat;
- (v) **"Premises"** shall mean premises No. 8, Bose Pukur Road , Police Station – Kasba, Kolkata - 700042 fully described in the **First Schedule** hereunder written;
- (w) **"Proportionate"** or **"Proportionately"** or **"pro-rata"** shall have the same meaning as detailed in clause 26 hereinafter;
- (x) **"Project"** shall mean the said Premises with the Residential Building thereon and include the Common Areas thereof to be commonly known as "\_\_\_\_\_ " or such other name as the Promoter in its absolute discretion may deem fit and proper;
- (y) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017 as amended and/or substituted;

- (z) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017 as amended and/or substituted;
- (aa) "**Singular**" number shall mean and include the "Plural" number and vice-versa.
- (bb) Reference to a gender includes a reference to all other genders.
- (cc) In this Agreement, in addition to the words defined in this **Section-I** above, the words put in brackets and in bold print define the word, phrase and expression hereinafter.

## SECTION-II

### WHEREAS:

- A. The Owners hereto are the owners of the said Premises No. 8, Bose Pukur Road, Police Station - Kasba, Kolkata - 700042 measuring 55 Cottahs 06 Chittacks more or less fully described in the **First Schedule** hereunder written in the proportion mentioned below corresponding to their respective names:

Name of Owner	Share in percentage
Kasturi Infrastructure Private Limited	21.67%
New Ballygunge Builders LLP	12.64%
SKDJ Kasturi	<u>65.69%</u>
	<u>100%</u>

The facts about devolution of title of the Owners to the said Premises is described in the **Fifth Schedule** hereunder written.

- B. Plan for construction of a ground plus eighteen upper floors Residential Building at the said Premises has been sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2020070001 dated 09<sup>th</sup> June 2020.



- C. The Owners No.1 and 2 hereto namely Kasturi Infrastructure Private Limited and New Ballygunge Builders LLP as and being the owners of undivided 21.67% and 12.64% shares respectively in the said Premises on the one hand and SKDJ Kasturi the Owner No. 3 hereto representing itself as and being the Co-owner of the said Premises to the extent of 65.69% undivided share therein and also representing as and being the Promoter of the Project at the said Premises on the other hand have entered into a Development Agreement dated 15<sup>th</sup> October, 2020 registered at the office of the Additional District Sub-Registrar, Sealdah and recorded in Book No. I, CD Volume No. 1606-2020, Pages from 114200 to 114249, Being No. 160602665 for the year 2020 ("**Development Agreement**") for the purpose of development by the Promoter of a real estate project over the land contained in the said Premises belonging to the Owners for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The Owners No.1 and 2 hereto Kasturi Infrastructure Private Limited and New Ballygunge Builders LLP have granted a Power of Attorney dated 03<sup>rd</sup> November, 2020 registered at the office of the Additional District Sub-Registrar, Sealdah and recorded in Book No. I, CD Volume No. 1606-2020, Pages from 115187 to 115216, Being No. 160602727 for the year 2020 ("**Power of Attorney**") in favour of the nominees of the Promoter namely (1) Mr. Indra Chand Gupta son of Late Basant Lal Chowdhury, (2) Mr. Kailash Chandra Agarwal son of Late Bisheswar Dayal Agarwal, (3) Mr. Sushil Kumar Agarwal son of Mr. Indra Chand Gupta and (4) Mr. Kanhaiya Agarwal son of Mr. Kailash Chand Agarwal all working for gain at 8 Camac Street, Suite No.908, Police Station – Shakespeare Sarani, Post Office – Circus Avenue, Kolkata – 700017 to do several acts deeds matter and things concerning the development of the Project and sale or otherwise transfer of the Apartments, Servant Quarter/Store Room, Balcony/Verandah, Car Parking Spaces, Open Terrace etc. therein as morefully stipulated therein.

- E. In terms of the Development Agreement dated 15<sup>th</sup> October, 2020, the Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right title and interest of the Owners to the land contained in the said Premises on which Project is under construction have been completed.
- F. The Owners have intimated the Kolkata Municipal Corporation vide their letter dated \_\_\_\_\_ regarding the commencement of construction of the Project.
- G. The Promoter has the final layout plan, sanctioned plan, specifications, and approval for the Project and the Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and other laws as applicable thereto.
- H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration No: \_\_\_\_\_.
- I. The Allottee has applied for purchase of the Allotted Apartment vide application dated \_\_\_\_\_ and has been allotted the Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet more or less on the \_\_\_\_\_ Floor, Exclusive Balcony/Verandah having carpet area of \_\_\_\_\_ Square feet more or less and Servant Quarter/Store Room on the \_\_\_\_\_ floor having carpet area of \_\_\_\_\_ Square feet more or less [and the open terrace if attached to the said Apartment of and the same having a carpet area of \_\_\_\_\_ Square feet more or less in such event \_\_\_\_\_% of the carpet area thereof equivalent to \_\_\_\_\_ Square feet would be taken into account for determination of the Net Carpet Area] aggregating to Net Carpet Area of \_\_\_\_\_ Square feet in the Building along with Car Parking Space measuring about 135 Square feet for parking of \_\_\_\_\_ motor car, all morefully and particularly mentioned and described in Clause 1.2.1 and also in the Second

Schedule hereunder written and of pro rata share in the Common Areas in the Project.

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Premises, the Development Agreement, the Power of Attorney and the lay out plan, Building Plan, designs and specifications prepared by the Architects and of such other documents as are specified under the Act.
- 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 and 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Allotted Apartment with pro rata share in the Common Areas.

### **SECTION-III**

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

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Allotted Apartment with pro rata share in the Common Areas.

1.2 The Consideration for the Allotted Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only plus applicable Goods and Service Tax (GST) thereon and in addition thereto the Extras and Deposits plus applicable GST thereon (all hereinafter collectively referred to as "**Total Price**"). The details of the Total Price of the Allotted Apartment are as follows:

1.2.1 The Consideration for the Allotted Apartment based on carpet area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only (hereinafter referred to as "**Consideration for Apartment**").

Apartment No. _____ Type __ BHK, __ Side Floor _____	Rate of Apartment per square foot of carpet area: Rs. _____/-
Cost of Apartment/Flat	Rs. _____/-
Cost of Exclusive Balcony/ Verandah Area	Rs. _____/-
Cost of Servant Quarter/Store Room Area, if any	Rs. _____/-
Cost of Car Park Space, if any	Rs. _____/-
Cost of open terrace, if any	Rs. _____/-
<b>Total</b>	Rs. _____/-

1.2.2 **Extras:** The Total Extras payable by the Allottee to the Promoter are on the account of as mentioned below (hereinafter referred to as "**Extras**") and the same shall be payable within the period stipulated hereunder:

<p>1. <b>Charges for power connection for the Premises:</b> This amount is payable as reimbursement for the Allottee's share of all costs, incidentals, charges and expenses including consultancy charges as be incurred by the Promoter for procuring power connection for the Premises from CESC Limited including proportionate share of the Security Deposit payable to CESC Limited in respect of one or more common electric meters for providing and maintaining essential services in and for the Project.</p>	<p>Rs. ___/= per sq. ft. of chargeable area of the Allotted Apartment payable within 15 days on the casting of the roof of the top floor.</p>
<p>2. <b>Deposit for Allotted Apartment Meter:</b> Security Deposit directly to CESC Limited as may be demanded by CESC Limited on account of individual meter for the Allotted Apartment.</p>	<p>On Actuals</p>
<p>3. <b>Power Back-Up</b> charges for providing power through Diesel Generator Set in the Allotted Apartment to the extent of 3.5 KVA for 3 Bed Roomed Flat and 5 KVA for the 4 Bed Roomed Flat and 100% power pack up for the providing and maintaining essential services for the Project.</p>	<p>Rs. _____/= per KVA payable within 15 days of completion of the brick work of the Allotted Apartment.</p>
<p>4. <b>Legal and Documentation Charges</b> payable directly to the Project Advocates</p>	<p>Rs. _____/- of which 50% shall be payable before</p>

	execution of this agreement the balance 50% before execution of the sale deed.
5. <b>Advance Maintenance Charges Deposit</b> – This amount as interest free is payable against 12 months advance maintenance charges for the Allotted Apartment.	Rs.____ per sq. ft. per month of the Chargeable Area of the Allotted Apartment for 12 months equivalent to Rs.__/= per sq. ft payable upon making over the possession of the Allotted Apartment.
6. <b>Property Tax Deposit</b> – This amount as interest free is payable against estimated proportionate share of Property Tax for the Allotted Apartment for 12 months.	Rs.__/= per sq.ft. per month of the Chargeable Area of the Allotted Apartment for 12 months equivalent to Rs.__/= per Sq.ft payable upon making over the possession of the Allotted Apartment.
7. <b>Club Charges</b> -	Rs.__/- per sq. ft. of the Chargeable Area of the Allotted Apartment payable along with completion of inside plastering,

	flooring, electricals and plumbing of the Allotted Apartment.
8. <b>Association Formation Charges -</b>	Rs. _____ per Apartment payable along with completion of inside plastering, flooring, electricals and plumbing of the Allotted Apartment..

1.2.3 **Total Tax:** The GST or other similar taxes on the Consideration for the Allotted Apartment and the Extras and Deposits shall be as per the applicable rates from time to time and the Allottee undertakes and confirms to pay the same to the Promoter with each installment/payment and shall not raise any objection thereto.

1.2.4 **"Sinking Fund Deposits":** The Allottee shall pay to and deposit with the Promoter a sum of Rs. .... (Rupees ..... ) only calculated @ Rs. .... per Square Foot of the Chargeable Area of the Allotted Apartment (hereinafter referred to as "the **Deposit**") as funds for future repairs, replacement, improvements and developments in the Project. This amount shall be and/or may be adjusted against any arrear in maintenance charges and/or applicable taxes as the Promoter or the Association deems fit and proper. This amount shall be payable upon making over the possession of the Allotted Apartment.

**Explanation of Total Price:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Allotted Apartment.

- (ii) The total consideration for the Allotted Apartment, the Extras and Total Tax as mentioned in clauses 1.2.1, 1.2.2 and 1.2.3 above (i.e., the Total Price) includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax 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 Allotted Apartment to the Allottee and the Project to the Association of the Allottees, as the case may be, after obtaining the completion certificate from the Kolkata Municipal Corporation.

Provided that in case there is any change/modification in the taxes payable by the Allottee, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification.

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause 1.2 and its sub-clauses hereinabove and the Allottee shall make payment of the same upon the same being demanded by the Promoter within the time and in the manner specified therein. In addition thereto, the Promoter shall also provide to the Allottee the details of the taxes paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Allotted Apartment as mentioned in clauses 1.2.1, 1.2.2 and 1.2.3 includes recovery of price of indivisible



proportionate share of appertaining land and the land underneath the building under construction and construction of [not only the Allotted Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Allotted Apartment and the Project described herein in **Part-I** and **Part-II** of the **Third Schedule** hereunder written respectively.

- (v) **Stamp Duty and Registration fee:** The Allottee shall bear and pay all stamp duty, registration fee and allied and incidentals expenses payable on this agreement and the deed of conveyance and other documents to be executed in pursuance hereof.
- (vi) **TDS:** If applicable tax deduction at source (TDS) under the Income Tax laws is deducted by the Allottee on the Consideration for Apartment payable to the Promoter, the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under these presents and the amount thereof shall be treated as outstanding.
- (vii) The Allottee shall also pay to the Promoter interest free Deposit as mentioned in clause 1.2.4 above and the same shall be transferred to the Association upon its formation and taking charge of the acts

relating to the Common Purposes after adjusting all its dues on account of maintenance charges, common expenses and property tax pertaining to the Allotted Apartment.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of the registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee shall make the payment of the Consideration for the Allotted Apartment mentioned in clause 1.2.1 above plus the Taxes as per the payment plan set out in the **Eight Schedule** hereunder written.
- 1.5 The Allottee shall make payment of the Extras mentioned in clause 1.2.2 above plus the applicable taxes mentioned in clause 1.2.3 above within 15 days of the issuance of the notice by the Promoter to take possession of the Allotted Apartment after the issuance of the Completion Certificate by the Kolkata Municipal Corporation and before taking possessions thereof or within 15 days of a demand made by the Promoter, whichever be earlier.

The Allottee shall also make payment of the Sinking Fund Deposit mentioned in clause 1.2.4 above plus the applicable taxes, if any within 15 days of the issuance of the notice by the Promoter to take possession of the Allotted

Apartment after the issuance of the Completion Certificate by the Kolkata Municipal Corporation and before taking possession thereof.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II** of the **Third Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Allotted Apartment without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations in the Allotted Apartment as may be required by the Allottee at the costs of the Allottee or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet area of the Allotted Apartment including those of its appurtenances being Exclusive Balcony/Verandah and Servant Quarter or Store Room or the Open Terrace that has been allotted to the Allottee after construction of the Building is completed and the completion certificate has been granted by the Kolkata Municipal Corporation, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area of the Allotted Apartment including those of its appurtenances shall be recalculated at the same rate per square feet as agreed between the parties upon confirmation by the Promoter. If there is reduction in the carpet area of the Allotted Apartment including those of its aforesaid appurtenances, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the Applicable Interest Rates prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area of the Allotted Apartment including those of its aforesaid appurtenances, the Promoter may demand the increased amount for such increase from the Allottee as per the next milestone of the Payment Plan as provided in the **Eight Schedule** hereunder written. All these

monetary adjustments shall be made at the same rate per square feet as agreed between the parties.

In case of any dispute on the measurement of the Carpet Area of the Allotted Apartment including those of its appurtenances aforesaid, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

1.8 Subject to clause 9.3 herein, the Promoter agrees and acknowledges, that the Allottee shall have the following rights to the Allotted Apartment:

- (i) The Allottee shall have exclusive ownership of the Allotted Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Apartment Acquirers, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) The computation of the Total Price of the Allotted Apartment includes recovery of price of indivisible proportionate share of appertaining land and the land underneath the building under construction and construction [not only the Allotted Apartment but also proportionately] of the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lifts, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per clause 11 below and includes cost for providing initial infrastructure

necessary for other facilities and amenities to be provided within the Allotted Apartment and the Project;

- (iv) The Allottee shall have the right to visit the project site to assess the extent of development of the said Premises and also of his Allotted Apartment upon giving prior intimation of 02 (two) days to the Promoter. The Promoter including project staffs shall not be liable for any untoward incident or accident at the project site.

1.9 It is made clear by the Promoter and the Allottee agrees that the Allotted Apartment and the Car Parking Space shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Premises and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Common Areas and Facilities as mentioned in Part-I of the Fourth Schedule hereunder written shall be available only for use and enjoyment of the Co-owners of the Project.

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

any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as part payment towards the consideration for the Allotted Apartment {which includes the booking amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only equivalent to 10% of the Consideration for Allotted Apartment mentioned in clause 1.2.1 above} and Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards Goods and Service Taxes, aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) until or at the time of execution of the agreement (the receipt of which the Promoter hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the Allotted Apartment as prescribed in the Payment Plan mentioned in the **Eighth Schedule** hereunder written as may be demanded by the Promoter within the time and in the manner specified therein.

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

**2. MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by relevant applicable construction milestones, the Allottee shall make all payments within 15 days of receiving written demand from the Promoter upon the Promoter reaching each milestone stipulated in the Payment Plan through Account Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**SKDJ KASTURI**;

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

3.1 The Allottee, if he/she is a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws

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

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

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee for the Allotted Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

- 5. TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Allotted Apartment to the Allottee and the Project to the Association of the Apartment Acquirers and the Allottee shall abide by the time schedule for payment in the manner as stated in the Eighth Schedule hereunder written.
- 6. CONSTRUCTION OF THE PROJECT / APARTMENT:** The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Allotted Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (stated in **Part – I** and **Part – II** of the **Third Schedule** hereunder written) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plan, floor plan and specifications, amenities and facilities subject to the terms in this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 7. POSSESSION OF THE ALLOTTED APARTMENT:**
- 7.1 Schedule for possession of the Allotted Apartment:** The Promoter agrees and understands that timely delivery of possession of the Allotted Apartment to the Allottee and the Common Areas to the Association is the essence of the Agreement. The Promoter assures to hand over possession of the Allotted Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place within 31<sup>st</sup> March, 2025 unless there is delay or failure due to Force Majeure including war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic or any



other calamity caused by nature affecting the regular development of the Project (**Force Majeure**). However, if the Allotted Apartment is made ready prior to the completion date mentioned above, the Allottee undertakes and covenants not to make or raise any objection to the consequent preponed payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter-alia to the progress of construction and the same is not a time linked plan and if the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Allotted Apartment Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions then this agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount (less any tax received from the Allottee) received by the Promoter from the Allottee within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

**7.2 Procedure for taking possession:** The Promoter, upon obtaining the completion certificate from the Kolkata Municipal Corporation, shall offer in writing the possession of the Allotted Apartment to the Allottee in terms of this Agreement to be taken within 2 (two) months of the Promoter issuing the Notice for Possession upon making payment of the Total Price including the

Extras and Deposits for the Allotted Apartment and in the absence of local law, the execution of conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate subject to the Allottee having made the aforesaid payment to the Promoter and further paying the applicable stamp duty, registration charges, allied expenses and incidentals to the Promoter. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges and taxes and other outgoings mentioned in **Part-I** of the **Sixth Schedule** hereunder written. The Promoter shall hand over a copy of the completion certificate of the Allotted Apartment to the Allottee at the time of conveyance of the Allotted Apartment in favour of the Allottee.

**7.3 Failure of Allottee to take Possession of Allotted Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Allotted Apartment from the Promoter by making payment of the balance amount of Total Price including the Extras and Deposits, and by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Allotted Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall, in addition to making payment of interest to the Promoter on the unpaid amount at the Applicable Interest Rates prescribed in the Rules, be liable to pay maintenance charges and all taxes and other outgoings as specified in clause 7.2 hereinabove in respect of the Allotted Apartment with effect from the expiry of notice period of 2 months and any wear and tear to the Allotted Apartment shall be at the sole risk of the Allottee and the Promoter shall have no liability or concern thereof.

**7.4 Possession by the Allottee:** After obtaining the completion certificate and handing over physical possession of the Allotted Apartment to the Allottee, it

shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas to the Association as per the local laws **Provided that**, in the absence of any local law, the Promoter shall handover the necessary documents and plans including Common Areas to the Association within 30 days after obtaining the completion certificate or formation and operationalization of the Association and handing over the Project to the Association, whichever be later.

## **7.5 Cancellation by the Allottee:**

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Allottee shall serve a 12 (twelve) months' notice in writing on the Promoter in that regard and on the expiry of the said period the allotment shall stand cancelled and the Promoter shall be entitled to forfeit the Booking amount equal to ten (10) percent of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and brokerage paid to the real estate agent/broker, if any and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 45 (forty-five) days of such cancellation or on transfer of the Allotted Apartment to a new Apartment Acquirer, whichever is earlier. However, may it be clarified that upon the Allottee issuing notice to the Promoter/cancelling withdrawing from the Project as aforesaid, the Promoter and the Owners shall become free to enter into agreement for transfer of the same Allotted Apartment to a new Apartment Acquirer and to that the Allottee shall not be entitled to

raise any objection or dispute and that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation by the Allottee.

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

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

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

8.1 The Promoter and Owners are hereby respectively represents and warrants to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Premises. The Promoter has requisite rights to carry out development upon the said Premises.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Premises.
- (iii) There are no encumbrances upon the said Premises and also upon the Allotted Apartment Provided that if any encumbrance is created by the Promoter for the purpose of taking construction finance for the Project from any Bank or Financial Institution then and in such event the Promoter shall be obligated to cause to be redeemed/released the mortgage/charge on the Allotted Apartment from the mortgagee at or

before the delivery of possession of the Allotted Apartment to the Allottee.

- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Premises and Allotted Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, Allotted Apartment and Common Areas.
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right and interest of the Allottee created herein, may prejudicially be affected.
- (vi) The Owners/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Premises including the Project and the Allotted Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Owners/Promoter confirms that it is not restricted in any manner whatsoever from selling the Allotted Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of or before the execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Allotted Apartment to the Allottee and the Common Areas to the Association subject to the same being formed and becoming operationalization for the acts relating to the Common Purposes.
- (ix) The Allotted 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 Allotted Apartment.
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent

authorities till the completion certificate has been issued by the competent authority and shall pay proportionate share (attributable to the Allotted Apartment) thereof till the period mentioned in the intimation notice to the Allottee to take possession of the Allotted Apartment.

- (xi) 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 Premises) has been received by or served upon the Owners/Promoter in respect of the said Premises and/or the Project.

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

9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default ("**Default**"), in the following events:

- (i) Promoter fails to provide ready to move in possession of the Allotted Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate/completion certificate has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall

correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

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

- (i) In case the Allottee fails to make any of the payments within the due dates as per the Payment Plan mentioned in the Eighth Schedule hereto or fails to make payment of the Extras & Deposits in terms hereof, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the Applicable Interest Rates prescribed in the Rules.
- (ii) In case of default by the Allottee under the condition listed above

continues for a period beyond 1 (one) month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and in the event of the cancellation, this agreement shall stand cancelled and the Promoter shall become entitled to and shall forfeit the Booking amount equal to 10% (ten percent) of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and brokerage paid to the real estate agent/broker, if any and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Promoter to the Allottee without interest within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to a new Apartment Acquirer, whichever is earlier. However, may it be clarified that upon the Promoter and the Owners cancelling this agreement the Promoter and the Owners shall become free to enter into agreement for transfer of the same Allotted Apartment to a new prospective Apartment Acquirer and to that the Allottee shall not be entitled to raise any objection or dispute and that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation.

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

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

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



The Promoter, on receipt of Total Price of the Allotted Apartment as per clause 1.2 and sub-clauses 1.2.1. 1.2.2 and 1.2.3 above and the Deposit as per clause 1.2.4 above under the Agreement from the Allottee, shall execute a deed of conveyance and convey the title of the Allotted Apartment together with proportionate indivisible share in the Common Areas within the time period as stated in local laws, to the Allottee.

PROVIDED THAT, in the absence of local law, the deed of conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of completion/occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and allied and incidental expenses within the period mentioned in the notice, the Allottee hereby authorizes the Promoter to withhold execution and registration of the deed of conveyance in his/her favour till payment of stamp duty, registration charges and allied and incidental expenses to the Promoter is made by the Allottee.

The deed of conveyance shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the deed of conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

## **11. MAINTENANCE OF THE PROJECT:**

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project upon the issuance of the completion certificate of the Project till the formation of the Association and its becoming operationalization for the acts relating to the Common Purposes. The cost of such maintenance for a period of 12 months has been included in the Total Price as mentioned in clause 1.2.2 of this agreement. In case the formation and operationalization of the Association is delayed for no fault of the Promoter, the Promoter shall provide and maintain the essential services in the said Project till the

Association is formed and the Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or Facility Management Agency, the charges for such maintenance, property tax, common expenses and other outgoings in respect of the Allotted Apartment as mentioned in **Part-I** of the **Sixth Schedule** hereunder written.

- 11.2 The Allottee acknowledges that providing and maintaining essential services is for the benefit of all the Allottees and as such it is desirable that a Facility Management Agency be appointed and in this regard the Allottee authorizes the Promoter to appoint a Facility Management Agency on such terms and conditions as the Promoter in its absolute discretion may deem fit and proper who shall remain responsible for providing and maintaining essential services.
- 11.3 The Allottee acknowledges that the Promoter shall be entitled to appoint a Facility Management Agency for providing and maintaining essential services on such terms and conditions as the Promoter in its absolute discretion may deem fit and proper and the Allottees shall be liable to make payment of an amount equivalent to 15% of the Maintenance Charges as service charges payable to such Facility Management Agency.
- 11.4 After formation of the Association of the Purchasers, the Association of the Allottees will take control of the Common Areas and shall remain liable for providing and maintaining the essential services.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the issuance of the occupancy/completion certificate by the Kolkata Municipal Corporation and the same being certified by the Architect for the time being for the Project occurred due to the acts of the Promoter, it shall be

the duty of the Promoter to proceed to rectify such defects without further change within 30 (thirty) days, and in the event of Promoter's failure to proceed to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear caused and/or occasioned, directly or indirectly, by or due to the delay on the part of the Allottee in taking timely hand over of the Allotted Apartment in the manner stipulated in and subject to the terms of the Agreement or not using the Allotted Apartment or due to reasons not solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained by the Association of the Allottees.

Provided Further that it is declared by the Promoter and the Allottee hereby acknowledges that any manufacturing or other defect in any branded inputs or fixtures or services of a third party; and/or any equipments (including but not limited to generators, motors, sewage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period; and/or fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; and/or allowable structural and other deformations including expansion quotient or non-structural cracks appearing in the external and internal walls of structures on account of variations in temperature or any other defects due to occurrence of force majeure event(s) shall not be covered under this clause.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state

and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

- 13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Facility Management Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/Association of Allottees and/or Facility Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 14. USAGE OF SERVICE AREAS:** The service areas, if any, as located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to transformer, space for DG set, underground water tanks, pump room, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever (other than those earmarked as parking space for the allottee) and the same shall be reserved for use by the Association for rendering maintenance services.
- 15. COMPLIANCE WITH RESPECT TO THE APARTMENT:**
- 15.1 Subject to clause 12 hereinabove, the Allottee shall, after taking possession of the Allotted Apartment, comply with the Common House Rules as mentioned in **Part-II** of the **Sixth Schedule** hereunder written and maintain the Allotted 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 Allotted Apartment or the Common Areas including staircases, lifts, common passages, corridors, circulation areas or the compound, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Allotted Apartment and shall keep the Allotted Apartment, its

walls and partitions, sewers, drains, pipes, cables and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face or façade of the Building or anywhere on the exterior of the Project, building therein or the Common Areas. The Allottee shall also not change the colour scheme of the outer walls of the Building or painting of the exterior side of the windows of the Allotted Apartment or carry out any change in the exterior elevation or design of the Building. Further the Allottee shall not store any hazardous or combustible goods in the Allotted 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 Allotted Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electricity load obtained by the Allottee for its apartment from CESC Ltd.
- 15.4 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16. COMPLIANCE OF LAWS, NOTIFICATIONS etc. BY PARTIES:** The Parties are entering into this Agreement for the sale of the Allotted Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- 17. ADDITIONAL CONSTRUCTIONS:** The Allottee admits and acknowledges that the Allottee has been specifically made aware of by the Promoter that the Promoter shall be entitled to do all or any of the following acts deeds matters and things as mentioned below:

- (a) That the Promoter shall be entitled to and may construct additional apartments or may increase the size of the proposed apartments in the building by consuming unutilized Floor Area Ratio available for the Project or by constructing less number of storerooms, bathrooms for servant quarters etc. as per the plan as may be sanctioned by the Kolkata Municipal Corporation and to sell or otherwise deal with the same to its sole benefit and while doing so the Promoter shall ensure that there would not be any changes in the lay out of the Allotted Apartment;
- (b) That the Promoter shall not be obliged to dig up a portion of the said Premises despite the same being shown as pond in the Building Sanction Plan inasmuch as the same was shown as such at the wrongful and arbitrarily insistence of the Kolkata Municipal Corporation and shall be entitled to use, sell or otherwise deal with such area as and for parking of motor cars or other uses to its sole benefit;
- (c) That the Promoter shall be entitled to use car parking spaces as mechanised car parking spaces for car parking in the Project as per the plan as may be sanctioned by the Kolkata Municipal Corporation;
- (d) That the Promoter shall be entitled to alter the elevation of the building and the land scaping in the Project.

For doing so by the Promoter, the Allottee agrees and ensures that he/she shall not in any way cause any obstruction hindrance or interference nor shall claim any right whatsoever over the benefits arising to the Promoter or the Owners by doing or carrying out the acts deeds and things mentioned in this clause including over additional constructions, additional car parking spaces, on the contrary the Allottee agrees to render all cooperation as may be necessary and required by the Promoter in that regard.

The Promoter undertakes that it shall not make any other additions or put up other additional structure(s) anywhere in the Project after the Building Plan, Revised Building Plan, layout plan, sanction plan and specifications, amenities and facilities are approved by the Kolkata Municipal Corporation and at the material time disclosed except for as provided in the Act and as mentioned in this clause.

- 18. RAISING OF FINANCE BY ALLOTTEE:** The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Allotted Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance and the Allottee shall remain bound by this Agreement whether or not he/she has been able to obtain finance for the purchase of the Apartment.
- 19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Allotted 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 agreed to take such Allotted Apartment.
- 20. BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, Firstly, the Allottee signs and delivers to the Promoter this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan and the requisite stamp duty, registration fee and allied charges and incidentals to be paid and incurred for registration of this agreement within 30 (thirty) days from the date of receipt by the Allottee and Secondly, appears for registration of the same before the concerned registration office as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the

concerned registration office for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee for purchase of the Allotted Apartment shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (less any tax received from the Allottee) shall be returned to the Allottee without any interest or compensation whatsoever.

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

- 21. ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Allotted Apartment.
- 22. RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
- 23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Allotted Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Allotted Apartment, in case of a transfer, as the said obligations go along with the Allotted Apartment for all intents and purposes.
- 24. WAIVER NOT A LIMITATION TO ENFORCE:**



- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 25. SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 26. METHOD OF CALCULATION OF "PRORATA" or PROPORTIONATE SHARE" WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee has to make payment, in common with other Allottee(s)/Apartment Acquirers in the Project or wherever in this agreement the words "proportionate" or "proportionate share" or "proportionately" or "pro-rata" are used, the same shall be the proportion which the net carpet area of the Allotted Apartment including those of its appurtenances being balcony/verandah, servant quarter/store room and/or open terrace as the case be bears to the net carpet area of all the Apartments including those of its appurtenances as aforesaid in the

Project Provided That for the purpose of calculation of the carpet area of the Open Terrace if attached to any Apartment, only \_\_\_\_% of the carpet area thereof shall be taken into consideration for calculation of the net carpet area of such Apartment inasmuch as the Promoter is charging the concerned allottee the price for \_\_\_\_% of the carpet area thereof at the same rate as that of the Apartment.

- 27. FURTHER ASSURANCES:** Both the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 28. PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the registration office having jurisdiction to register the same. Hence this Agreement shall be deemed to have been executed at Kolkata.
- 29. NOTICES:** That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Speed Post or Registered Post at their respective addresses specified above. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Speed Post or Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

- 30. JOINT ALLOTTEES:** That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which for all intents and purposes shall be considered to have been 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 Allotted Apartment, prior to the execution and registration of this Agreement for Sale for Allotted Apartment shall not be construed to limit the rights and interests of the Allottee under this Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.
- 32. GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 33. DISPUTE RESOLUTION:** All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.
- 34. OTHER TERMS AND CONDITIONS:** The Parties have agreed and hereby and hereunder confirm and undertake that notwithstanding anything to the contrary or otherwise contained/recorded/stated in this Agreement hereinabove, this Agreement shall be subject to and be read together with each of the following/undernoted other/further terms, conditions and covenants including those contained in the Fourth, Sixth and Seventh Schedules hereunder written, to be respectively observed and performed on the part of the Owners, Promoter and Allottee, as the case may be, it being

clarified and agreed that in the event of any inconsistency or contradictions in or between the paras or Clauses stated hereinabove and those contained hereinafter in the Fourth, Sixth and Seventh Schedules hereunder, then notwithstanding there being no specific reference/cross-referencing to the particular para or Clause in question and/or the provisions of the Fourth, Sixth and Seventh Schedules hereunder being in derogation of other provisions/ paras or Clauses stated hereinabove, the provisions of the said three Schedules hereinafter shall prevail and/or supercede in its entirety or to the extent of such inconsistency, as the case may be, and thus be binding on the Parties.

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

#### **SECTION-IV**

#### **THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(said Premises)**

**ALL THAT** the piece or parcel of land containing an area of 55 Cottahs 06 Chittacks more or less situate and lying at and being premises No. 8, Bosepukur Road, Kolkata-700042, under Police Station Kasba, Sub-Registration Office – Alipore, within Ward No. 67 of the Kolkata Municipal Corporation in the District of South 24-Parganas {comprised of C.S. Dag Nos. 1312, 1313 and 1318 all recorded in C.S. Khatian No. 114 and C.S. Dag No. 1307 recorded in C.S. Khatian No. 644 all in Mouza Kasba, J.L. No. 13} and delineated in the plan annexed hereto duly bordered thereon in "**Red**" and butted and bounded as follows:

On the **North** : By portions of C.S. Dag Nos. 1300, 1304 and 1308 ;

On the **South** : By Bosepukur Road ;

On the **East** : By portions of C.S. Dag Nos. 1310 and 1311 ;

On the **West** : By portions of C.S. Dag Nos. 1314 and 1317 .

**Or Howsoever Otherwise** the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(ALLOTTED APARTMENT)**

**ALL THAT** the residential Apartment being Apartment No. \_\_\_\_ on the \_\_\_\_side on the \_\_\_\_ floor having a carpet area of \_\_\_\_Square feet more or less Together With its appurtenances being (a) Balcony/Verandah attached thereto having a carpet area of \_\_\_\_ Square feet more or less, (b) Store Room/Servant Quarter on the \_\_\_\_ floor having a carpet area of \_\_\_\_ Square feet more or less [and (c) open terrace if attached thereto and the same having a carpet area of \_\_\_\_ Square feet more or less in such event \_\_\_\_% of the carpet area thereof being \_\_\_\_ Square feet forming part of the Net Carpet Area of the Allotted Apartment] (all accordingly aggregating to Net Carpet Area of \_\_\_\_ Square feet and accordingly total Built-Up Area whereof being \_\_\_\_ Square feet more or less and total chargeable area whereof being \_\_\_\_ Square feet more or less) in the Building at the said Premises No. 8 Bosepukur Road, Kolkata – 700042 (the said Flat, the said Balcony/Verandah (and the Open Terrace, if any) are shown in the Plan annexed hereto, being **Annexure 'B'** duly bordered thereon in "**Red**" and "**Blue**" and ("**Green**") respectively and the said Servant Quarter/Store Room is shown in the plan annexed hereto being **Annexure 'C'** duly bordered thereon in "**RED**") **TOGETHER WITH Car Parking Space** measuring 135 Square feet for parking of \_\_\_\_ motor car at the location shown in the plan annexed hereto being **Annexure "A"** duly bordered thereon in "**Blue**".

**THE THIRD SCHEDULE ABOVE REFERRED****TO:****PART-I****(COMMON PARTS)**

1. The foundation columns beams support corridors, lobbies, stairs, stairways landings, entrances, exits and pathways.
2. Entrance and exit gates of the premises.
3. Paths passages and open spaces in the building other than those reserved or be intended to be reserved for parking of motor cars or marked by the Promoter for use of any Allottee.
4. Entrance lobby in the ground floor of the building.
5. Driveways in the open compound of the premises.
6. Two staircases including landings on all the floors of the building upto top floor.
7. Lifts and their accessories installations and spaces required therefore.
8. Standby one or more diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and generator space/room in the ground floor of the Project.
9. Electrical wiring, meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular Apartment) and space required for the meter boxes.
10. Water pump and motor with installations and with water supply pipes from the underground water reservoir to overhead water tanks and with distribution pipes from over-head water tank connecting to different Apartments.
11. Tube well with water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
12. Water sewerage and drainage connection pipes from the Apartments to drains and sewers to the municipal drain.
13. Common toilet in the ground floor of the premises.

14. Room for darwan/security guard, caretaker's office in the ground floor of the premises.
15. Requisite arrangement of intercom/EPABX with connections to each individual Apartment from the reception in the ground floor.
16. Windows/doors/grills and other fittings of the common areas of the Project.
17. Ultimate Roof other than those portions thereof required for putting signage, neon light or advertisement material of this Project or other real estate Projects of the Promoter or its sister concern and for utilities.
18. Fire Fighting system/control room.
19. Double Height Multipurpose Hall, Games Room, Gymnasium Room with Equipments and Swimming Pool with separate changing rooms for gents and ladies.
20. Land contained in the premises.
21. Boundary walls.

**PART-II**  
**(Specifications)**

1. FOUNDATION - Reinforced concrete cement structure.
2. WALLS - Conventional brickwork or Fly Ash Brickwork or AAC Block or Equivalent.
3. WALL FINISH - (i) Interior – Plaster of Paris.  
(ii) Exterior – High quality paint.
4. FLOORING - (i) Bedrooms and Living-Dining – Vitrified tiles.  
(ii) Kitchen – Anti skid ceramic tiles.  
(iii) Toilet – Anti skid ceramic tiles.  
(iv) Toilet Walls – Glazed tiles on the walls upto door height.
5. KITCHEN

- (i) Granite platform.
  - (ii) Stainless steel Sink.
  - (iii) Dado tiles upto 2 ft above kitchen counter,
6. TOILET
- (i) Sanitary ware of Duragrace/Parryware/Hindware or equivalent make.
  - (ii) CP Fitting of JAQUAR/ESSCO or equivalent make.
7. DOORS & WINDOWS
- (i) Main Door – Laminated Flush Door with night latch.
  - (ii) Internal Door – Flushed door with lock.
  - (iii) Windows – Aluminium/UPVC windows with glass panes.
8. LIFTS
- Otis, LT, Kone , Mitsubishi or Equivalent make.
9. WATER SUPPLY
- (i) Treated water supply.
  - (ii) KMC water supply.
10. ELECTRICAL
- (i) AC Points with concealed wiring in living/dining and bedrooms.
  - (ii) Provision for Television and Telephone points in living/dining and master bedroom.
  - (iii) Ample necessary electrical points in bedrooms, living/dining, kitchen and toilets with central MCB,
  - (iv) Door bell point at the main entrance door.
  - (v) Concealed wiring with modular switches.
12. COMMON
- (i) Overhead illumination for compound and street lighting.
  - (ii) Necessary illumination in all lobbies, staircases and common areas.
13. AMENITIES
- (i) Adequate capacity standby generator for common areas



and services.

(ii) Standby Generator with adequate load to  
Apartments (at extra costs).

14. CIRCUIT TV

Closed circuit T.V. at ground floor.

15. INTERCOM

(i) Intercom connectivity between the security and  
Apartments.

(ii) Security surveillance room.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Common Expenses)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and the amenities/facilities/mechanical car parking spaces etc and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Maintenance In-charge) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of

any Flat) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.

9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Sellers may think fit.
11. Maintaining and operating the lifts.
12. Maintaining and operating the Standby Diesel Generator Set(s).
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Apartment.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual lessee of any flat.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment.
19. Insurance of fire fighting appliances and other equipments for common use

and maintenance renewal and insurance of the common television aerials and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
21. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Maintenance in-charge it is reasonable to provide.
22. In such time to be fixed annually as shall be estimated by the Maintenance in-charge (whose decision shall be final) to provide a reserve fund, besides the Sinking Fund to be held by the Promoter and upon its formation by the Association, for items of expenditure referred to in this schedule to be or expected to be incurred at any time.
23. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Maintenance In-charge and shall only be applied in accordance with unanimous or majority decision of the Co-owners and with the terms of this Schedule.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Facts about Devolution of Title to the said Premises)**

- A. At all material times, one Hare Krishna Prasad, Shambhu Nath Neotia, New Ballygunge Builders Private Limited, Gold Rock Constructors Private Limited, Shubh City Promoters Private Limited, Gold Rock Properties Private Limited and New Ballygunge Developers Private Limited were the joint owners of Premises No. 8 Bosepukur Road, Police Station – Kasba, Kolkata admeasuring 55 Cottahs 06 Chittacks more or less in the following undivided shares therein:

i) Hare Krishna Prasad 21.56%)	-	11 Cottahs 15 Chittacks (i.e.
ii) Shambhu Nath Neotia 21.56%)	-	11 Cottahs 15 Chittacks (i.e.
iii) New Ballygunge Builders Pvt. Ltd. 12.64%)	-	07 Cottahs 00 Chittacks (i.e.
iv) Gold Rock Constructors Pvt. Ltd. 10.16%)	-	05 Cottahs 10 Chittacks (i.e.
v) Shubh City Promoters Pvt. Ltd. 12.64%)	-	07 Cottahs 00 Chittacks (i.e.
vi) Gold Rock Properties Pvt. Ltd. 12.07%)	-	06 Cottahs 11 Chittacks (i.e.
vii) New Ballygunge Developers Pvt. Ltd.- <u>9.37%</u>	-	<u>05 Cottahs 03 Chittacks (i.e.</u>
	Total:	<u>55 Cottahs 06 Chittacks (i.e.</u>
		<u>100%)</u>

- B. By an Indenture of Conveyance dated 25<sup>th</sup> January 2011 made between the said Hare Krishna Prasad as vendor therein and Kasturi Infrastructure Private Limited the Owner No.1 hereto as purchaser therein and said Shambhu Nath Neotia, New Ballygunge Builders Private Limited, New Ballygunge Developers Private Limited, Shubh City Promoters Private Limited, Gold Rock Constructors Private Limited and Gold Rock Properties Private Limited as confirming parties therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No. 2 pages 3799 to 3830 Being No. 00629 for the year 2011, Hare Krishna Prasad for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of Kasturi Infrastructure Private Limited **All That** his entire undivided 11 Cottahs 15 Chittacks (i.e. 21.56% share) landed property at and in the said Premises absolutely and forever and the six confirming parties thereto, being the co-owners of the said Premises at the material time, concurred and confirmed the sale thereby made.

- C. By an Indenture of Conveyance dated 11<sup>th</sup> August 2012 made between the said Shambhu Nath Neotia as vendor therein and the said Kasturi Infrastructure Private Limited, the Owner No.1 hereto as purchaser therein and the said New Ballygunge Builders Private Limited, New Ballygunge Developers Private Limited, Shubh City Promoters Private Limited, Gold Rock Constructors Private Limited and Gold Rock Properties Private Limited as confirming parties therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, CD Volume No.16, pages from 3318 to 3332 Being No. 07494 for the year 2012, Shambhu Nath Neotia for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Kasturi Infrastructure Private Limited **All That** undivided 1 (one) Chittack (out of his undivided 11 Cottahs 15 Chittacks landed property) equivalent to undivided 0.11% part or share of and in the said Premises absolutely and forever and the confirming parties thereto, being the co-owners of the said Premises at the material time concurred and confirmed the sale thereby made.
- D. In the premises, Shambhu Nath Neotia, New Ballygunge Builders Private Limited, Gold Rock Constructors Private Limited, Shubh City Promoters Private Limited, Gold Rock Properties Private Limited, New Ballygunge Developers Private Limited and Kasturi Infrastructure Private Limited became the joint owners of the Said Premises No. 8 Bose Pukur Road, Kolkata admeasuring 55 Kottah 6 Chittack more or less each having undivided share therein mentioned below corresponding to their respective names:
- |       |                                   |   |                       |               |
|-------|-----------------------------------|---|-----------------------|---------------|
| (i)   | Shambhu Nath Neotia               | - | 11 Cottah 14 Chittack | (i.e. 21.45%) |
| (ii)  | New Ballygunge Builders Pvt. Ltd. | - | 07 Cottah 00 Chittack | (i.e. 12.64%) |
| (iii) | Gold Rock Constructors Pvt. Ltd.  | - | 05 Cottah 10 Chittack | (i.e.10.16%)  |
| (iv)  | Shubh City Promoters Pvt. Ltd.    |   | 07 Cottah 00 Chittack | (i.e. 12.64%) |
| (v)   | Gold Rock Properties Pvt. Ltd.    | - | 06 Cottah 11 Chittack | (i.e.         |

		12.07%)
(vi)	New Ballygunge Developers Pvt. Ltd.	- 05 Cottah 03 Chittack (i.e. 9.37%)
(vii)	Kasturi Infrastructure Ltd.	- 12 Cottah 00 Chittack (i.e. 21.67%)

E. By an Agreement for Sale dated 25th June 2015 made between Shambhu Nath Neotia, Gold Rock Constructors Private Limited and Gold Rock Properties Private Limited as vendors therein, Kasturi Infrastructure Private Limited, New Ballygunge Builders Private Limited, New Ballygunge Developers Private Limited and Shubh City Promoters Private Limited as confirming parties therein and SKDJ Kasturi the Owner No.3 as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, CD Volume No.1901-2015 Pages 44483 to 44516 Being No.190105342 for the year 2015, said Shambhu Nath Neotia and others contracted with the aforesaid Owner No.3 hereto for absolute sale of **All Those** their respective undivided shares aggregating to 43.68% undivided share (equivalent to more or less 24 Cottahs 03 Chittacks undivided landed property) in the said Premises No. 8 Bose Pukur Road, Kolkata admeasuring 55 Cottahs 06 Chittacks free from all encumbrances and liabilities at and for the consideration and on the terms and conditions therein contained.

F. After execution of the said Agreement for Sale dated 25th June 2015:

(i) The said New Ballygunge Builders Private Limited has been converted from a private limited company to a limited liability partnership named New Ballygunge Builders LLP vide Certificate of Registration on Conversion No. \_\_\_\_\_ issued on 11th January 2016 by the Registrar of Companies, West Bengal.

(ii) The said New Ballygunge Developers Private Limited has been converted from a private limited company to a limited liability partnership named New Ballygunge Developers LLP vide Certificate of

Registration on Conversion No. \_\_\_\_\_ issued on 12th January 2016 by the Registrar of Companies, West Bengal.

(iii) The said Shubh City Promoters Private Limited has been converted from a private limited company to a limited liability partnership named Shubh City Promoters LLP vide Certificate of Registration on Conversion No. \_\_\_\_\_ issued on 10th February 2016 by the Registrar of Companies, West Bengal.

G. By an Indenture of Conveyance dated 27<sup>th</sup> March 2017 made between the said Shambhu Nath Neotia, Gold Rock Constructors Private Limited and Gold Rock Properties Private Limited as vendors therein, Kasturi Infrastructure Private Limited, New Ballygunge Builders LLP, New Ballygunge Developers LLP and Shubh City Promoters LLP as confirming parties therein and SKDJ Kasturi the Owner No.3 hereto as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book No I, Volume No. 1901-2017, pages from 61547 to 61614 Being No. 190102038 for the year 2017, said Shambhu Nath Neotia and others for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the aforesaid Owner No.3 hereto SKDJ Kasturi **All Those** their respective undivided shares aggregating to 43.68% undivided share (equivalent to more or less 24 Cottahs 03 Chittacks undivided landed property) in the said Premises No. 8 Bose Pukur Road, Kolkata admeasuring 55 Cottahs 06 Chittacks absolutely and forever and the confirming parties thereto, being the co-owners of the said Premises at the material time concurred and confirmed the sale thereby made.

H. In the premises, said Kasturi Infrastructure Private Limited, New Ballygunge Builders LLP, New Ballygunge Developers LLP, Shubh City Promoters LLP and SKDJ Kasturi LLP became the joint owners of the Said Premises No. 8 Bose Pukur Road, Kolkata admeasuring 55 Kottah 6 Chittack each having undivided share therein mentioned below corresponding to their respective names:

(i)	Kasturi Infrastructure Private Limited	-	12 Cottah 00 Chittack	(i.e. 21.67%)
	New Ballygunge Builders LLP	-	07 Cottah 00 Chittack	(i.e. 12.64%)
(ii)				
(iii)	New Ballygunge Developers LLP	-	05 Cottah 03 Chittack	(i.e. 9.37%)
(iv)	Shubh City Promoters LLP	-	07 Cottah 00 Chittack	(i.e. 12.64%)
(v)	SKDJ Kasturi	-	24 Cottah 03 Chittack	(i.e. 43.68%)

- I. By an Indenture of Conveyance dated 15<sup>th</sup> October 2020 made between said New Ballygunge Developers LLP and Shubh City Promoters LLP as vendors therein, Kasturi Infrastructure Private Limited and New Ballygunge Builders LLP as confirming parties therein and SKDJ Kasturi the Owner No.3 hereto as purchaser therein and registered with the Additional District Sub-Registrar, Sealdah in Book No I, Volume No. 1606-2020, pages from 114665 to 114704 Being No.160602663 for the year 2020, said New Ballygunge Developers LLP and Shubh City Promoters LLP for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Owner No.3 hereto SKDJ Kasturi **All Those** their respective undivided shares aggregating to 22.01% undivided share (equivalent to more or less 12 Cottahs 03 Chittacks undivided landed property) in the said Premises No. 8 Bose Pukur Road, Kolkata admeasuring 55 Cottahs 06 Chittacks absolutely and forever and the confirming parties thereto, being the co-owners of the said Premises at the material time concurred and confirmed the sale thereby made.
- J. In the premises, Kasturi Infrastructure Private Limited, New Ballygunge Builders LLP and SKDJ Kasturi the Owners hereto became the joint owners of the said Premises admeasuring 55 Cottahs 06 Chittacks more or less in the undivided shares and percentages mentioned below corresponding to their respective names:

Names of Owner	Share on area basis	Share in percentage



Kasturi Infrastructure Private Limited, being the Owner No.1 hereto	12 Cottahs 00 Chittacks	21.67%
Shubh City Promoters LLP, being the Owner No.2 hereto	07 Cottahs 00 Chittacks	12.64%
SKDJ Kasturi, being the Owner No.3 hereto	<u>36 Cottahs 06 Chittacks</u>	<u>65.69%</u>
	<u>55 Cottahs 06 Chittacks</u>	<u>100%</u>

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**(Payment of Taxes and Outgoings)**

1. **TAXES AND OUTGOINGS:** The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -

- (a) Proportionate share of all Common Expenses (including those mentioned in **Fourth Schedule** hereinabove written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only per Square foot per month of the Chargeable Area of the Allotted Apartment (hereinafter referred to as "the **Common Area Maintenance Charges**" or "**CAM Charges**"). The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the expenses incurred for providing and maintaining essential common services to the Apartment Acquirers.

It is clarified that such minimum rate of maintenance charge does not include carrying out of any major repair, replacement, renovation or like of the Common Areas or the Common Installations (including

painting of the exterior of the Building) and the same shall be borne proportionately by the Allottee separately and paid to the Maintenance In-charge.

- (b) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Allotted Apartment directly to the Kolkata Municipal Corporation Provided That so long as the Allotted Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee is liable to and shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Premises.
- (c) Charges for water and any other utilities consumed by the Allottee and/or attributable or relatable to the Allotted Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Allotted Apartment and/or its Appurtenances wholly and if in common with the other Apartment Acquirers proportionately, to the Maintenance In-charge or the appropriate authorities as the case may be.
- (d) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Allotted Apartment by the Allottee wholly in case the same relates to the Allotted Apartment and proportionately in case the same relates to the Project or the Common Areas thereof.
- (e) The Allottee shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid payments rates taxes impositions and/or outgoings.

- (f) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 2.1 All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7<sup>th</sup> day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Allotted Apartment without any delay, demur or default and the Allottee in any event shall be liable to indemnify and keep saved harmless and indemnified the Promoter, the Association and the Maintenance-in-Charge and all other Apartment Acquirers for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be withheld by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof.
- 2.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Allotted Apartment by the Promoter to the Allottee or from the expiry of 15 days from the date of the Promoter giving the Notice for Possession to the Allottee in terms of clause 7.2 of Section III hereinabove, whichever be earlier.

## **PART-II**

### **(House Rules for the user of the Allotted Apartment including Car Parking space and the Project)**

#### **1. Right of Allottee to use Common Areas and essential**

**services:**

- (a) The Allottee doth hereby agree and confirm to acquire the Apartment on the specific understanding that his right to the use of Common Areas and availing the essential services provided and maintained by the Maintenance In-charge shall be subject to timely payment of CAM Charges, as billed in terms hereof by the Promoter or Facility Maintenance Agency or the Association of the Allottees as the case may be and performance by the Allottee of all his obligations in respect of the terms and conditions contained in this agreement and specified by the Maintenance - in charge or the Association of Allottees from time to time.
- (b) The Allottee acknowledges that upkeep of the Common Areas and availing the essential services provided maintained by the Maintenance In-charge is for the benefit of all the Apartment Acquirers in the Project and non-payment thereof by the Allottee would adversely affect the services and maintenance and/or interest of the other Apartment owners and as such in the event of any default on the part of the Allottee in making timely payment of such CAM Charges, the Allottee shall be liable to pay interest at the rate of 18% per annum on the amounts remaining outstanding.

And if such default shall continue for a period of three (3) months then and in that event the Allottee shall not be entitled to avail of any of the facilities and/or utilities available to the Allottee and the Maintenance In-charge (whether it be the Promoter and/or Facility Maintenance Agency and/or the Associations of the Allottees as the case may be) shall be entitled to and the Allottee hereby consents:

- (i) to withdraw the lift facilities and other common services and/or facilities to the Allotted Apartment of the Allottee and/or to the members of its family including the Allottee's visitors, servants and agents;
- (ii) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Allotted Apartment.
- (iii) to disrupt the supply of water and/or power back-up through the generator in the Allotted Apartment of the Allottee etc.
- (iv) to claim all expenses including attorney's fees paid and/or incurred by the Maintenance In-charge in respect of any proceedings brought about to realise such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges.

And such services and/or facilities shall not be restored until such time the Allottee has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate and the cost charges and expenses incurred by the Maintenance In-charge for disconnecting or disrupting such services and/or facilities and also for restoring the same.

## **2. Allottee's Covenants For Usage of the Allotted Apartment:**

- 2.1 After the Allottee has taken over possession of the Allotted Apartment, the Allottee as a separate covenant has agreed:
  - a) To co-operate at all times with the other allottees/occupiers of the other Apartments Acquirers and the Promoter and the Maintenance In-charge in the management maintenance control and administration of the Project and the Common Areas.
  - b) To observe and abide by the rules and regulations framed from time to time by the Maintenance In-charge for the user and maintenance of

the Project.

- c) To use the Allotted Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any noisy illegal or immoral activity at the Allotted Apartment or any activity which may cause nuisance or annoyance to the other Apartment Acquirers.
- d) To apply for and obtain at his own costs separate assessment and mutation of the Allotted Apartment in his name in the records of Kolkata Municipal Corporation within 06 (six) months from the date of conveyance.
- e) To keep the Common Areas and services and facilities availing therefrom, open spaces, parking areas, paths, passages, land scaping, staircases, lobby, landings etc. in the Project Premises free from obstructions and encroachments and in a clean and orderly manner.
- f) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- g) To keep the Allotted Apartment Flat in a clean, tidy and repaired condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Allotted Apartment.

2.2 The Allottee hereby further covenants by way of negative covenants as follows:

- a) NOT to sub-divide the said Allotted Apartment or the Parking space or any part thereof.
- b) NOT to do any act deed or thing or obstruct the construction and

completion of the said building in any manner whatsoever notwithstanding any temporary obstruction in the Allottee's enjoyment of the Allotted Apartment.

- c) NOT to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Project and/or compound or any portion of the Building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT to hang from or attach to the beams columns or rafters nor store or keep any articles or machinery within the Allotted Apartment which are heavy or likely to affect or endanger or damage the building or any part thereof.
- e) NOT to fix or install air conditioners in the Allotted Apartment save and except at the places, which have been specified in the Allotted Apartment for such installation.
- f) NOT to keep or allow goods, articles or materials of any description to be stored, stocked or displayed on any of the common parts.
- g) NOT to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the Allotted Apartment or any portion over below or adjacent to the Allotted Apartment.
- h) NOT to use the Allotted Apartment or any part or portion thereof for any political meeting nor for any trade or business.
- i) NOT to permit any sale by auction or public meeting or exhibition by display to be held upon the Allotted Apartment nor to permit or suffer to be done into or upon the Allotted Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, unreasonable annoyance or unreasonable inconvenience to the other Allottees and/or occupiers.
- j) NOT to keep in the Allotted Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive which might increase the risk of fire or

explosion or in any way injure by percolation, corrosion or otherwise cause damage to the Allotted Apartment and/or any other Apartment in the said Project.

- k) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project.
- l) NOT to close or permit the closing of verandahs or balconies or the Common Areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs or balconies or any external walls or the fences of external doors and windows including grills of the Allotted Apartment which in the opinion of the Maintenance In-charge differs from the colour scheme of the building or may affect the elevation in respect of the exterior walls of the said building.
- m) NOT to install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such design as shall be approved by the Promoter and / or the Architects.
- n) NOT to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Allotted Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- o) NOT to remove or shift any load bearing wall of the Allotted Apartment nor to make in the Allotted Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. thereof or improvement of a permanent nature except with the prior approval in writing of the Promoter and/or any concerned authority.
- p) NOT to fix or install any antenna on the roof or terrace of the building excepting that the Allottee and all other apartment Acquirers shall jointly be entitled to avail of the central antenna



facilities if so provided by the service providers to them at their costs.

- q) NOT to use the said Allotted Apartment or permit the same to be used as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- r) NOT to display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- s) NOT to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the building passing through the Allotted Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project.
- t) NOT to carry or cause to be carried any wiring for electricity, broadband connection, cable TV or for any other purpose by cutting holes in the exterior walls of the Allotted Apartment or walls of the common areas except through from the electrical ducts only.
- u) NOT to install or keep or operate any generator in the Allotted Apartment or in any Common Areas.

### **2.3 Allottee's Covenants For Usage of the Car Parking Space, if allotted:**

- a) The Car Parking Space if allotted to the Allottee shall be used only for the purpose of parking of a passenger car of the Allottee and shall not be used for parking of two whellers or for any other purpose whatsoever.
- b) The Allottee shall not use or permit anybody to use the Parking Space for storage, rest, recreation, sleep of servants, drivers or else one nor shall cover up and/or make any construction on its parking space.

- c) The Allottee shall not park nor shall permit anybody to park car in his Parking Space in a manner, which may obstruct the movement of other car(s) nor shall park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it.
  - d) In the event of the Allottee washing car or permitting anybody to wash car in his Parking Space in that event it will be obligatory on the part of the Allottee to clean up the entire space.
  - e) The Allottee agrees not to grant, transfer, let out or part with the Car Parking Space or the Servant Quarter or Store Room, if any, independent of the Allotted Apartment nor vice versa, with the only exception being that the Allottee may grant transfer let out or part with the Car Parking Space or the Servant Quarter or Store Room, if any or the Allotted Apartment independent of the other or others to any other Co-owner of the Building and none else.
  - f) The Allottee agrees to abide by all the rules and regulations as may be made applicable from time to time for the use of the Parking Spaces by the Maintenance In-charge.
3. **Breach of House Rules:** The Allottee shall be fully responsible for any loss or damage arising out of breach of any of the aforesaid House Rules.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**(Other terms and conditions)**

1. **Additions or Replacements:** As and when any plant and machinery, including but not limited to, DG set, lifts, pumps, firefighting equipments or any other plant, machinery and/or equipment of capital nature etc. require major repairs, renovation, replacement, up gradation, additions etc. or as and when painting of the exterior of the building is required, the cost thereof shall be contributed by all the Apartment Acquirers in the Project on proportionate basis as specified by the Promoter and upon its formation by the Association and its taking charge of the acts relating to the Common Purposes and the concerned

person, at the material time, shall have the sole authority to decide the necessity of such replacement, upgradation, additions, painting etc. including its timings or cost thereof and the Allottee agrees to abide by the same. It is clarified that the CAM charges as be fixed and charged to the Apartment Acquirers does not include the above cost.

## **2. Maintenance and Association**

- 2.1 Upon completion of the Project and obtaining of the completion certificate of the Project and formation and operationalization of the Association of the Allottees, the Promoter will hand over management for maintenance of the Project to the Association for which the Allottee may be required to execute an agreement. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the byelaws, rules and regulations prescribed by the Association in regard to user and enjoyment of the Allotted Apartment and common areas and facilities in the Project.
- 2.2 In the event the Association has been formed but there are Apartments in the Building that are not sold by the Promoter, till such time the unsold Apartments are not sold, all outgoings pertaining to the unsold Apartments shall be payable by the Promoter. Further the Allottee and/or the Association shall not do any act deed or thing which may restrict or impede sale or otherwise transfer of the unsold Apartments to any of the prospective Allottees.
- 2.3 For availing essential services and maintenance of the Common Areas, the Allottee shall be liable to remit per month the CAM Charges as per the Chargeable Area to the Promoter or the Facility Maintenance Agency and upon its formation to the Association by them from time to time.

## **3. Interim Maintenance Period:**

- 3.1 During the interim maintenance and providing essential services period

between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Promoter itself or through a Facility Management Agency shall provide and maintain essential services in the Project.

- 3.2 The Rules/Bye Laws to regulate the use and maintenance of the Common Areas and provide essential services shall during the interim maintenance period shall be such as may be framed by the Promoter itself or through the Facility Management Agency with such restrictions as it deems fit and proper and all the Allottees are bound to follow the same. After the maintenance and management of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws as may be framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.
- 3.3 For the avoidance of any doubt, it is clarified that if within the time period specified by the Promoter in the notice issued by the Promoter to the Allottee and the other Apartment Acquirers, the Apartment Acquirers fails and/or neglects to take over from the Promoter the hand over and/or transfer, as the case may be, of the Common Areas and the responsibilities of maintenance and providing essential services then on the expiry of the aforesaid period, the Promoter shall no longer be liable or responsible for the same. Each of such liabilities, responsibilities, obligations etc. shall on and from such date be and/or be deemed to stand vested in all the Apartment Acquirers including the Allottee hereto. Further, as and when the Promoter deems fit and proper, the Promoter will also transfer to the Association upon its formation and taking charge of the acts relating to the Common Purposes the Sinking Fund Deposit amount made by the Allottee without any interest thereon, after adjusting all amounts then remaining due and payable by the Allottee to the Promoter together with interest accrued thereon, and the amounts thus transferred, shall be held by the Association, to the account of the Allottee, for the purposes therefore.

4. **Nomination by Allottee:**

- (a) This Agreement is personal to the Purchaser and in no event the Purchaser shall be entitled to enter into any agreement for sale, transfer and/or nominate any other person in its place and stead without the consent of the Promoter, in writing. The Promoter though not obligated may accord such permission for nomination subject to the Purchaser making payment of a sum calculated @ 2% of the consideration price agreed between the Allottee and its nominee (hereinafter referred to as the Nomination Costs) and the Nomination Costs will be inclusive of the **expenses** which the Promoter and the Owners may have to incur in causing the Nomination Agreement to be vetted by their Advocates and also the amounts which may have to be incurred by the Promoter on account of administrative expenses while granting such permission for nomination.
- (b) The Allottee hereby covenants that such nomination costs are fair and reasonable.
- (c) Upon such nomination being effected, such Nominee shall be deemed to have been substituted in place and stead of the Allottee hereto.

5. **Conditions on Transfer by Allottee:** The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the Allotted Apartment until all the charges outgoings dues payable by the Allottee to the Maintenance In-charge in respect of the Allotted Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Maintenance In-charge.

6. **Right to put Neon-Sign etc. by Promoter:** The Allottee shall allow the Promoter and the Promoter shall be entitled to put or allow its group companies or associate concerns to put neon-sign, logo or like on the Roof or on the façade of the Building as the Promoter, may in its sole discretion, think

fit and proper and such right shall be excepted and reserved unto the Promoter.

7. **Method of Calculation of Built-up and Chargeable Areas:**

(a) The Built-Up area of the Allotted Apartment mentioned in the Second Schedule hereto includes the Net Carpet Area thereof mentioned therein separately and includes the thickness of the external walls, columns and pillars thereof and therein and thickness of the parapet walls of the verandah/balcony and open terrace, if attached to the Flat Provided That if any external wall column or pillar of the Apartment, Servant Quarter, Store Room is common between two or more Apartments, Servant Quarters, Store rooms then only one-half area thereof shall be a part of the built-up of such Apartment, Servant Quarter, Store room. In the case of servant room or store room, all common areas to be used by the inmates of servants rooms or storeroom have been proportionately added while calculating the built up area of the servant room or storeroom.

(b) The Chargeable Area of the Allotted Apartment mentioned in the Second Schedule hereto includes the built-up area thereof mentioned in the Second Schedule hereto and includes the proportionate share of the Common Areas attributable to the Allotted Apartment on the basis of the Net Carpet Area of the Allotted Apartment mentioned in the Second Schedule hereto.

8. **Cancellation by the Allottee:** In case, where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate or terminates this Agreement, the Total Consideration of Allotted Apartment then prevailing for sale thereof is found to be not less than the

Total Consideration of the Allotted Apartment payable by the Allottee under this Agreement and the Allottee agrees and undertakes that the decision of the Promoter in this regard shall be final and binding on the Allottee. It is further expressly agreed that if the Promoter assesses the then prevailing sale value/consideration of the Allotted Apartment to be less than the amount of consideration agreed to be paid by the Allottee hereunder then and in such event the Promoter shall forfeit, in addition the amounts mentioned in clause 7.5.1 of Section-III of this agreement, the differential amount of sale price and the consideration agreed to be paid by the Allottee hereunder instead of Booking amount as stated in Clause 7.5.1 of this agreement.

**9. Diesel generator power backup:**

Provision will be made for the installation of Diesel Generator ("DG") for power backup to run the basic common facilities in the Project. In addition to that, DG back up facility will also be made available to every Allotted Apartment and the Allottee is obligated to have such facility to the extent of such KVA as mentioned in clause 1.2.2 of this agreement. Such load will be provided for Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) per KVA plus applicable taxes. In the event, the Allottee requires extra load, in that event the Promoter may provide such extra load as per the availability, against payment of Rs.\_\_\_\_\_/ = per KVA plus applicable taxes.

**10. Payment of Total Consideration of Allotted Apartment, Total Tax and the Total Extras and Deposits prior to Possession:**

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Allotted Apartment till such time the Allottee has paid the entirety of the Total Consideration of the Allotted Apartment, Total Tax and The Total Extras and Deposits as mentioned in clause 1.2 and its sub-clauses with interest if applicable and agreed to be paid and/or deposited under this Agreement and has duly complied with and performed all the covenants, undertakings and obligations required to be complied with and

performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to hand over possession of the Allotted Apartment.

### **11. Dishonour of Payment Instruments**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available in this agreement. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts and the charges charged by the bank to the Promoter against dishonour of the cheque plus a fixed amount of Rs.\_\_\_\_\_/= (Rupees \_\_\_\_\_ only) for dishonor of each cheque. In the event the said Demand Draft is not tendered within \_\_\_\_\_ days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts and interest thereof and cheque dishonour charges and the said fixed amount for dishonourment of the cheque, the Promoter may consider the same at its sole discretion. In the event of dishonour of cheque, the Promoter has no obligation to return the original dishonoured cheque.

### **12. Raising of finance by promoter**

Notwithstanding anything to the contrary contained in Clause 19 of Section-III of this agreement, the Promoter shall have the right to raise finance/loan for construction of the Project from any financial institution and/or bank and for that purpose create mortgage, charge on the said Premises and/or securitization of the receivables, however, the Promoter shall not mortgage or create a charge on the Allotted Apartment after execution of this Agreement



and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Allotted Apartment and in addition thereto the Promoter shall, in the event any such mortgage or charge is made, cause to be redeemed/released the Allotted Apartment from the mortgagee at or before delivery of possession of the Allotted Apartment.

### 13. **Deemed Possession**

It is understood by the Allottee that even if the Allottee fails to take possession of the Allotted Apartment within 2 months from the date such possession is offered by the Promoter under clause 7.2 above of Section-III of this agreement, the Allottee shall be deemed to have taken possession on the expiry of the period of such notice, which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Allotted Apartment thereafter, will be deemed to be the possession date ("**Possession Date**").

On and from the Possession Date:

- (i) The Allotted Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- (ii) The Allottee shall become liable to pay the Maintenance Charges, property tax and other outgoings in respect of the Allotted Apartment and the Common Areas on and from the Possession Date;
- (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Allotted Apartment shall be borne solely and exclusively by the Allottee, with effect from the Possession Date.

- (iv) All other expenses necessary and incidental to the management and maintenance of the Project shall be paid and borne by the Allottee proportionate to his interest therein.
- (v) It being also agreed between the parties that the Allottee shall also pay guarding charges to the Promoter at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee takes the possession of the Allotted Apartment.
14. Notwithstanding anything elsewhere to the contrary contained in this agreement including in the Schedules hereto, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Allotted Apartment and/or this Agreement in terms of this Agreement by the Promoter or the Allottee, as the case may be in that event the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation/extinguishment/declaration recording such cancellation without the requirement of the presence or signature of the Allottee in such deed of cancellation/extinguishment/declaration and the Allottee shall cease or be deemed to have ceased to have any right title or interest in the Allotted Apartment/ Building Project on and from the date of termination/cancellation.
15. **Indemnity by Allottee:** The Allottee shall be and remain responsible for and to indemnify the Promoter the Owners and the Maintenance-in-Charge against all damages, costs, expenses, claims, demands, actions and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee or suffered by the Promoter or the Owners or the Maintenance In-charge as a result of any act of omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Agreement to be observed fulfilled and performed by the Allottee.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**  
**(PAYMENT PLAN OF THE CONSIDERATION FOR ALLOTTED APARTMENT)**

The Total Consideration amount of Rs. \_\_\_\_\_/- for the Allotted Apartment mentioned in clause 1.2.1 of the agreement along with applicable GST shall be paid by the Allottee to the Promoter in installments as follows:

<b>PAYMENT SCHEDULE</b>			
Timeline	Percentage of said Total Consideration	GST @ 5%	Total
Booking Amount	10	Rs.	Rs.
On Agreement	10	Rs.	Rs.
On completion of piling work.	7	Rs.	Rs.
On completion of __ floor casting.	8	Rs.	Rs.
On completion of __ floor casting.	7	Rs.	Rs.
On completion of __ floor casting.	8	Rs.	Rs.
On completion of __ floor casting.	7	Rs.	Rs.
On completion of __ floor casting.	8	Rs.	Rs.
On completion of __ floor casting.	7	Rs.	Rs.
On completion of __ floor casting	8	Rs.	Rs.
On completion of brickwork of Allotted Apartment.	7	Rs.	Rs.
On completion of inside plastering, flooring, electricals and plumbing of the Allotted Apartment	8	Rs.	Rs.
On possession or within two (2) months of receiving Notice for Possession from Promoter as stipulated in Clause 7.2 of this agreement, whichever be earlier	5	Rs.	Rs.

Total:	Rs.	Rs.	Rs.

It is expressly agreed that GST at such rate as be applicable from time to time payable on the Total Consideration for the Allotted Apartment or part thereof shall be borne and paid by the Allottee to the Promoter with each installment. At present, GST rate is 5% and accordingly the same as such is mentioned in this schedule.

Further the Allottee shall also make payment of the extras and deposit as provided 2.1.2 and 2.1.4 along with the applicable taxes in addition to the Total Consideration. The Promoter shall raise demands as and when applicable towards the same.

**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, month and year first above written.

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SIGNED SEALED AND DELIVERED on behalf of the within named **OWNERS, (1) KASTURI INFRASTRUCTURE PRIVATE LIMITED** and **(2) SHUBH CITY PROMOTERS LLP** by their common constituted attorney Mr. \_\_\_\_\_ and **(3) SKDJ KASTURI** by its Partner Mr. \_\_\_\_\_ at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED on behalf of the within named **PROMOTER/DEVELOPER, SKDJ KASTURI** by its Partner Mr. \_\_\_\_\_ at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by the within named **ALLOTTEE,** \_\_\_\_\_ at Kolkata in the presence of:

DRAFT

**DATED THIS ..... DAY OF ..... 2021**

**BETWEEN**

**KASTURI INFRASTRUCTURE PVT. LTD. &**

**ORS,**

**... OWNERS**

**AND**

**SKDJ KASTURI**

**... PROMOTER**

**AND**

---

**... ALLOTTEE**

**AGREEMENT FOR SALE**

**(Apartment No. \_\_\_\_\_)**

8 Bosepukur Road,  
Kolkata – 700042

**SKDJ KASTURI**



**Partner**

**PANKAJ SHROFF & COMPANY**

**Advocates**

**16, Strand Road,  
"Diamond Heritage"  
Unit N611, 6<sup>th</sup> floor,  
Kolkata – 700 001**