

## **AGREEMENT FOR SALE**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
**BETWEEN (1) MISTFLOWER ENCLAVE PRIVATE LIMITED, [PAN: AAHCM7870N]**, a company incorporated under the Companies Act, 1956, (CIN : U45400WB2012PTC175409) having its registered office 78, Bentinck Street, 2<sup>nd</sup> Floor, Room No.5B, Post Office–G.P.O., Police Station–Bowbazar, Kolkata–700 001, **(2) LANTANA VINIMAY PRIVATE LIMITED, [PAN: AACCL2101L]**, a company incorporated under the Companies Act, 1956, (CIN : U74999WB2012PTC174989) having its registered office at 545/1, G.T. Road (South), Shyam Market, 1<sup>st</sup> Floor, Shop No.30 & 31, Post Office & Police Station–Howrah, PIN– 711 101, **(3) SCILLA BARTER PRIVATE LIMITED, [PAN: AARCS2040Q]**, a company incorporated under the Companies Act, 1956, (CIN : U74999WB2012PTC174996) having its registered office at P–10, New Howrah Bridge Approach Road, Ground Floor, Shop No.3, Post Office–G.P.O., Police Station–Burrabazar, Kolkata–700 001, **(4) JAYDITYA NIRMAN PRIVATE LIMITED, [PAN: AACJ7626A]**, a company incorporated under the Companies Act, 1956, (CIN : U70100WB2012PTC171578) having its registered office at 27, Brabourne Road, Narayani Building, 1<sup>st</sup> Floor, Room No.102, Post Office–Radha Bazar, Police Station–Hare Street, Kolkata–700 001, **(5) MANGALVANI INFRATECH PRIVATE LIMITED, [PAN: AAHCM9294J]**, a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC181565) having its registered office at 14, Netaji Subhash Road, 1<sup>st</sup> Floor, Post Office–G.P.O., Police Station–Hare Street, Kolkata–700 001, **(6) VETALI DEVELOPERS PRIVATE LIMITED, [PAN: AAECV0442L]**, a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC181520) having its registered office at 14, Netaji Subhash Road, 1<sup>st</sup> Floor, Post Office–G.P.O., Police Station–Hare Street, Kolkata–700 001, **(7) JAYDITYA REALTY PRIVATE LIMITED, [PAN: AACJ7388P]**, a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC171599) having its registered office at 27, Brabourne Road, Narayani Building, 3<sup>rd</sup> Floor, Room No.301, Post Office–Radha Bazaar, Police Station–Hare Street, Kolkata–700 001, **(8) BARBRIK MERCANTILE PRIVATE LIMITED, [PAN: AAECB8644E]**, a company incorporated under the Companies Act, 1956, (CIN : U51909WB2012PTC171610) having its registered office at 27, Brabourne Road, Naryani Building, 3<sup>rd</sup> Floor, Room No.302, Post Office–Radha Bazar, Police Station–Hare Street, Kolkata–700 001, **(9) ZAFFRAIN BUILDCON PRIVATE LIMITED, [PAN: AACZ5576F]**, a company incorporated under the Companies Act, 1956, (CIN : U45400WB2012PTC175396) having its registered office at P–12, New Howrah Bridge Approach Road, 1<sup>st</sup> Floor, Room No.111, Post Office–G.P.O., Police Station–Burrabazar Kolkata – 700 001, **(10) HYCINTH DEVELOPERS PRIVATE LIMITED, [PAN: AACCH8643M]**, a company incorporated under the Companies Act, 1956, (CIN : U45400WB2012PTC175391) having its registered office at 27, Brabourne Road, Narayani Building, 1<sup>st</sup> Floor, Room No.103, Post Office–Radha Bazaar, Police Station–Hare Street, Kolkata–700 001, **(11) DADIMATA PROMOTER PRIVATE LIMITED, [PAN: AAECD2508B]**, a company incorporated under the Companies Act,

1956,(CIN : U70109WB2012PTC181405) having its registered office at 14, Netaji Subhash Road, 1<sup>st</sup> Floor, Post Office–G.P.O., Police Station-Hare Street, Kolkata-700 001, **(12) ADISHAKTI INFRAPROJECTS PRIVATE LIMITED, [PAN: AAKCA5560C]**, a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC181572) having its registered office at 14, Netaji Subhash Road, 1<sup>st</sup> Floor, Post Office–G.P.O., Police Station-Hare Street, Kolkata–700 001, **(13) LOCHAN COMPLEX PRIVATE LIMITED, [PAN: AACCL2579A]**, a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC181577) having its registered office at 106, K.C. Singha Road, Ganges Garden, Block–GA 6, Phase–II, Flat 3<sup>rd</sup> C, Post Office & Police Station-Shibpur, Howrah–711 102, **(14) RUKMANI PROMOTER PRIVATE LIMITED, [PAN: AAFCR8643G]**, a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC181568) having its registered office at 14, Netaji Subhash Road, 1<sup>st</sup> Floor, Post Office – G.P.O., Police Station - Hare Street, Kolkata 700 001, and **(15) ENTICE PROJECTS OPC PRIVATE LIMITED, [PAN: AADCE7155L]**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2014OPC202418) having its registered office at RGM-4, 8A, Kolupukur Road, 1<sup>st</sup> Floor, Flat No. 1G, Post Office & Police Station - Baguihati, Kolkata – 700 157, Nos.(1) to (15) are hereinafter jointly referred to as the **OWNERS** being represented by their Constituted Attorney **RIYA MANBHARI PROJECTS LLP, [PAN : AANFR9619R]**, a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, (LLPIN : AAA-7222) having its registered office at Room No. 101, 1<sup>st</sup> Floor, 27, Brabourne Road, Post Office-Radha Bazaar, Police Station-Hare Street, Kolkata-700001,-represented by its Designated partner, \_\_\_\_\_, ( **PAN** \_\_\_\_\_) (Aadhar No. \_\_\_\_\_) (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include so far as the individuals are concerned their respective heirs, executors, administrators, legal representatives and assigns; so far as the companies are concerned their respective successor or successors in interest and assigns) of the **FIRST PART**

**AND**

**RIYA MANBHARI PROJECTS LLP, [PAN : AANFR9619R]**, a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, (LLPIN : AAA-7222) having its registered office at Room No. 101, 1<sup>st</sup> Floor, 27, Brabourne Road, Post Office-Radha Bazaar, Police Station-Hare Street, Kolkata-700001,-represented by its authorized signatory \_\_\_\_\_, ( **PAN** \_\_\_\_\_ Aadhar No. \_\_\_\_\_) duly authorized by the partners of the LLP in terms of the authority letter, dated .../.../2018, hereinafter referred to as the **PROMOTER/DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other partner or partners who may be taken in or admitted for the benefit of the said partnership business, their respective heirs, executors, administrators and legal representatives) of the **SECOND**

**PART;**

**AND**

\_\_\_\_\_, (PAN \_\_\_\_\_ Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office-\_\_\_\_\_, Kolkata-700 \_\_, hereinafter referred to as the **ALLOTTEE** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**:

*[If the Allottee is a company]*

(CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], 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 authorized partner (Aadhaar No. \_\_\_\_\_) duly authorized vide 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, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **THIRD PART**.

[OR]

*[If the Allottee is a HUF]*

Mr. \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_), son of \_\_\_\_\_ 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 and permitted assigns) of the **THIRD PART**.

The Owners, Promoter and Allottee(s) shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

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

**ACT** – shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).

**RULES** – shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.

**REGULATIONS** – shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.

**SECTION** – shall mean a section of the Act.

All other words used herein shall have the same meaning, if defined in the Act or the Rules or in the **EIGHTH SCHEDULE** hereunder written.

**WHEREAS:**

- A. The Promoter intends to develop the Complex Land more fully described in the **FIRST SCHEDULE** hereto, a part of which has already been acquired by the Owners herein and 34 other owners and the rest is under process of acquiring. The Promoter has already developed and completed Phase I of the said Complex.
- B. Out of the said Complex Land the Owners are seized and possessed of the Second Phase (or Phase II) Land free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature on which the Promoter intends to develop Phase II of the said Complex consisting 3 (Three) Buildings/Blocks/Towers.
- C. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owners regarding the Phase II Land on which the said Second Phase is to be constructed have been completed.
- D. The Promoter/Developer has obtained the final layout Plan, sanctioned plan No.124/032/HZP/EP dated 04.07.2017 by the Howrah Zilla Parishad (the “**said Plan**”) and approvals for the constructing 6 (Six) Blocks on the land measuring 532.65 Decimal out of which Promoter/Developer has taken up for construction of 3 (Three) blocks of residential units on the Second Phase Land. The Promoter agrees and undertakes that it shall not make any changes to

the approved plan except in strict compliance with section 14 of the Act and other laws applicable.

- E. The Promoter/Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- F. The Allottee has applied for allotment of an apartment in the Second Phase/ under development vide No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet (equivalent to \_\_\_\_\_ square feet of built-up area), more or less, on the \_\_\_\_\_ floor in the Building/Block No. \_\_\_\_\_ (the "**BUILDING**") within the Phase II of the said Project/Complex named "**RIYA MANBHARI GREENS**" along with \_\_\_\_\_ Nos. of covered independent/covered dependent parking/open independent/ open dependent parking car parking No. \_\_\_\_\_ admeasuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, also along with balcony/Verandah admeasuring approximately \_\_\_\_\_ square feet and along with Open Terrace having carpet area of \_\_\_\_\_ square feet, within the Second Phase named '**RIYA MANBHARI GREENS - PHASE II**' more fully described in the **Third SCHEDULE** hereunder written Together With pro rata share in the Common Areas of the Project more fully mentioned in the **PART-I** of the **FIFTH SCHEDULE** hereunder written and collectively the said "**APARTMENT**") and a floor plan showing the Apartment in "**RED**" border thereon is annexed hereto and marked as "**ANNEXURE-A**".
- G. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein.
- H. The Promoter herein further discloses the following :
- a) The devolution of title to the Second Phase Land is fully described in the **THIRD SCHEDULE** hereto.
- b) By an Agreement dated the 27<sup>th</sup> day of April, 2015 made between the Owners appearing as in Sl. Nos.1 to 15 hereinabove and 34 others therein jointly referred to as the Owners of the One Part and the Promoter/Developer herein therein referred to as the Developer of the Other Part and registered with the office of Additional District Sub-Registrar, Domjur and recorded in Book No.I, Volume No.0504-2015, Pages 2101 to 2159, Being No.050402259 for the year 2015 (the "**FIRST AGREEMENT**"), the said Owners therein had jointly appointed the Promoter/Developer to construct erect and commercially exploit All That the piece and parcel of land containing an area of 434 decimals of land (**Land I**) on a portion of the Said Complex Land on the terms and conditions mentioned therein.

c) By a Power of Attorney dated the 27<sup>th</sup> day of April, 2015 and registered with the with the office of Additional District Sub-Registrar, Domjur and recorded in Book No.I, Volume No. 0504-2015, Pages 1721 to 1771, Being No. 050402160 for the year 2015, executed by the Owners appearing as in Sl. Nos.1 to 15 hereinabove and 34 Others therein jointly referred to as the Principals/Owners, appointed, nominated, constituted Riya Manbhari Projects LLP, the Promoter/Developer herein , as their true and lawful Attorney, in their names and on their behalf to do and perform all the acts, matters, deeds and/or things therein contained.

d) By another Agreement dated the 5<sup>th</sup> day of October, 2016 made between one Snowdrop Enterprises Private Limited and 19 others therein jointly referred to as the Owners of the One Part and the Promoter/Developer herein therein referred to as the Developer of the Other Part and registered with the office of Additional District Sub-Registrar, Domjur and recorded in Book No. I, Volume No.0504-2016, Pages 91156 to 91219, Being No.050404090 for the year 2016, (the "**SECOND AGREEMENT**") the said Owners therein had jointly appointed the Promoter/Developer to construct erect and commercially exploit All That the piece and parcel of land containing an area of 111.33 decimal of land (**Land II**) on a portion of the Said Complex Land on the terms and conditions mentioned therein.

e) By another Power of Attorney dated the 24<sup>th</sup> day of October, 2016 and registered with the with the office of Additional District Sub-Registrar, Domjur and recorded in Book No. I, Volume No. 0504-2016, Pages 92328 to 92386, Being No. 050404183 for the year , executed by the said Snowdrop Enterprises Private Limited and 19 others therein jointly referred to as the Principals/Owners, appointed, nominated, constituted Riya Manbhari Projects LLP, the Promoter/Developer herein as their true and lawful Attorney, in their names and on their behalf to do and perform all the acts, matters, deeds and/or things therein contained.

f) By another Power of Attorney dated the 19<sup>th</sup> day of June, 2018 and registered with the with the office of Additional District Sub-Registrar, Domjur and recorded in Book No.I, Volume No. 0504-2016, Pages 88419 to 88617, Being No. 050403526 for the year 2018, executed by the Owners appearing as in Sl. Nos.1 to 15 hereinabove and 47 others therein jointly referred to as the Principals/Owners, appointed, nominated, constituted Riya Manbhari Projects LLP, the Promoter/Developer herein as their true and lawful Attorney, in their names and on their behalf to do and perform all the acts, matters, deeds and/or things therein contained.

g) Out of the **Land I & II**, a land area of 122.11 Decimals, be the same a little more or less (hereinafter referred as the '**said**

**Land'**) more fully and particularly described in the **Second Schedule** hereunder, as per the Particulars of Title Deeds as more fully described in the **THIRD SCHEDULE** hereto, is presently being intended to be developed and/or constructed by erecting 3 (Three) Buildings/Blocks/Towers within the Complex known as "**RIYA MANBHARI GREENS**" comprising of residential apartments and also other spaces and Common Areas, more fully described in **Part-I** of the **Fifth Schedule** hereunder written (the "**COMMON AREAS**" of the Complex) to be constructed in several phases.

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project/Complex.

K. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter/Developer hereby agree to transfer their right title and interest in the Apartment and the Allottee hereby agrees to purchase the said Apartment and the covered car parking space as specified in Para 'F' above.

**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 Owners and the Promoter/Developer agree to sell to the Allottee hereby agrees to purchase, the Apartment as specified in recital F herein above.

1.2 The Total Consideration of the Apartment based on the carpet area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only ("Total Consideration of the Apartment")

Sl. No.	Description	Carpet Area (in Sq.ft.)	Rate Per Square Feet (In INR)	Amount (In INR)
A.	Unit Price:		[Please	[Please

	<p>a) Cost of Apartment/unit (on Carpet Area)</p> <p>b) Preferential Location Charges (on Carpet Area)</p> <p>c) Cost of exclusive balcony or verandah areas (on Carpet Area)</p> <p>d) Cost of Open Terrace areas (on Carpet Area)</p> <p>e) Cost of Garden area</p> <p>f) Proportionate cost of Common Areas. With external wall thickness etc.</p>		<i>specify square feet rate]</i>	<i>specify total]</i>
	<p>g) Covered car Park/Open Car Park/Two wheeler Parking</p> <p><b>Sub-Total (Unit Cost)</b></p>			
<p><b>B.</b></p>	<p><b>Other Charges:</b></p> <p>(a) Proportionate share of costs, charges and expenses of Generator Rs. 38.61/- per Sqft on Carpet Area (i.e. Rs. 25/- per Sq.ft. on Super Built Up area) (0.5KVA for 1BHK, 0.75KVA for 2BHK and 1KVA for 3BHK)</p> <p>(b) Proportionate share of installation of Transformer and electricity charges calculated @ Rs 77.22/- per sq. ft. on Carpet Area (i.e. Rs.</p>			



	<p>50/- per Sq.ft. on Super Built Up area) or as per actual</p> <p>(c) Contribution for becoming Member of the Association calculated @ Rs 1.54/- per sq. ft. on Carpet Area (i.e. Rs. 1.00/- per Sq.ft. on Super Built Up area).</p> <p>(d) Legal/documentation Charges per Apartment. Documentation charges exclude registration /commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals</p> <p>(e) Club Charges per Apartment Rs. 50,000/-</p> <hr/> <p>Sub-Total (Other Charges)</p>		<p>(d) Rs 15,000/- (Rupees Fifteen Thousand) only per Apartment</p>
C	Total GST (Goods and Service Tax)		
	<b>Total Price (A+B+C)</b>		
D	<p><b>DEPOSITS :</b></p> <p>(a) Interest Free advance common area maintenance charges * for 12 months @ Rs. 2.32/- per Sqft per month on Carpet area. (i.e. Rs. 1.50/- per Sqft per month on Super Built Up area)</p>		

	<p>(b) Sinking Fund for 6 months @ Rs. 2.32/- per Sqft per month on Carpet area. (i.e. Rs. 1.50/- per Sqft per month on Super Built Up area)</p> <p>(c) Rates and Taxes @ Rs. 23.17/- per Sqft on Carpet area. (i.e. Rs. 15/- per Sqft on Super Built Up area)</p>		
	<b>Total Consideration (A+B+C+D)</b>		

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter/Developer towards the Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter/Developer, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Second Phase payable by the Promoter/Developer, (by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project/Complex to the of Allottees after obtaining the completion certificate.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter/Developer 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 said Second Phase as per registration with the Authority, which shall include the extension of registration, if any, granted to the Second Phase by the Authority as per the Act, the same shall not be charged from the Allottee.

- (iii) The Promoter/Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in- (i) above and the Allottee shall make payment as demanded by the Promoter/Developer within the time and in the manner specified therein. In addition, the Promoter/Developer shall provide to the Allottee the details of the

taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective.

- (iv) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, maintenance charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3 The Total Price of the Apartment 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/Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter/Developer 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 Second Phase as per registration with the Authority, which shall include the extension of registration, if any, granted to the Second Phase by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Part-II** of the **SEVENTH SCHEDULE** hereto (the **"PAYMENT PLAN"**).
- 1.5 The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_% (\_\_\_ percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter/Developer.
- 1.6 It is agreed that the Promoter/Developer shall not make any additions and/or alterations in the sanctioned plan of the Second Phase, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **Part II** of **FIFTH**

**SCHEDULE** written hereunder (which shall be in conformity with the advertisement, prospects etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee, as per the provisions of the Act.

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

- 1.7 The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy/completion certificate or such other certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by the Allottee within 45 (Forty-Five) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3% (Three percent) of the carpet area of the Apartment, allotted to Allottee, the Promoter/Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the **PART-II** of the **SEVENTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 below the Promoter/Developer agrees and acknowledges, that the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
  - (ii) The Allottee shall also have undivided prorata share in the Common Areas. Since the share/interest of the Allottee in the Common Areas of the Second Phase is undivided and cannot be divided or separated, the Allottee shall use all Common Areas along with other occupants, maintenance staff etc., of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall hand over the Common Areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority for the Project/Complex.
  - (iii) The computation of price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring,

electrical connectivity to the Apartment, lift, waterline and plumbing, finishing with, tiles/mosaic flooring, (as agreed) doors, windows, fire detection and firefighting equipment, (only to the extent, as required under the relevant law(s)) in the common areas, maintenance charges as per para 11 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- (iv) The Allottee(s) has/have the right to visit the project site to assess the extent of development of the Project and his/her Apartment as the case may be.

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

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

1.11 The Allottee, has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount, being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter/Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II** of the **SEVENTH**

**SCHEDULE** hereunder written) as may be demanded by the Promoter/Developer within the time and in the manner specified therein.

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

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter/Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of '**RIYA MANBHARI PROJECTS LLP.**' payable at Kolkata.

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the Promoter/Developer with such permission, approvals which would enable the Promoter/Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter/Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws. The

Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter/Developer shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE:**

The Promoter/Developer shall abide by the time schedule for completing the Second Phase as disclosed at the time of registration of the Second Phase with the Authority and towards handing over the Apartment to the Allottee. The Common Areas, amenities and facilities of the said Project/Complex, however, will be handed over only upon of completion of the Full Project/Complex in due course of time.

6. **CONSTRUCTION OF THE SECOND PHASE/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities of the Apartment as mentioned in the **Part II** of the **FIFTH SCHEDULE** hereto which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Second Phase in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter/Developer 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 Howrah Zilla Parishad and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the Apartment** - The Promoter



agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of the Allottees of the Project or the competent authority, as the case may be is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Second Phase in place on 30<sup>th</sup>, day of September, 2022 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Second Phase is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the Second Phase due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottee the entire amount received by the Promoter/Developer from the allotment within 45 (Forty Five) days from that date. The Promoter/Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc., against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Promoter/Developer, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the Apartment (**Possession Notice**), to the Allottee in terms of this Agreement to be taken within 2 (Two) months from the date of issue of occupancy certificate/completion certificate.

Provided That, in the absence of local law, the Deed of Conveyance in favour of the Allottee shall be carried out by the Promoter/Developer within 3 (Three) months from the date of issue of occupancy certificate/completion certificate.

The Promoter/Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the



Promoter/Developer. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Developer and/or Association of Allottees, as the case may be, after the issuance of the completion certificate for the Second Phase. The Promoter shall hand over copy of the occupancy certificate/completion certificate of the Apartment to the Allottee at the time of conveyance of the same.

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

**7.4 Possession by the Allottee -** After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment to the allottees, it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including common areas, to the Association of Allottees of the Project on its formation and registration or the competent authority, as the case may be, as per the local laws:

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

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

Provided that where the Allottee proposes to cancel/withdraw from the Second Phase without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the Booking Amount paid for the Allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (Forty Five) days of such cancellation.

**7.6 Compensation -** The Owners/Promoter/Developer shall compensate the Allottee in case of any loss caused to him

due to defective title of the Said Land, on which the Second Phase is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or is unable to give possession of the Apartment- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter/Developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter/Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Second Phase, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, along with interest at the rate of applicable Rules including compensations in the manner as provided under the Act within 45 (Forty-Five) days of it becoming due.

Provided that where the Allottee does not intend to withdraw from the Second Phase, the Promoter/Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer to the Allottee within 45 (Forty-Five) days of it becoming due.

**8. REPRESENTATION AND WARRANTIES OF THE OWNERS AND THE PROMOTER/DEVELOPER:**

The Owners and/or the Promoter/Developer hereby represent and warrant to the Allottee as follows:

(i) The Owners have absolute, clear and marketable title with respect to the said Land. The Promoter/Developer has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Second Phase;

(ii) The Promoter/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Second Phase;

(iii) There are no encumbrances upon the said Land or the Second Phase.

(iv) There are no litigations pending before any court of law or authority with respect to the Second Phase, the said Land and the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the said Land, and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Second Phase, said Land, buildings and apartment and the Common Areas;

(vi) The Owners/Promoter/Developer has/have the right to enter into this Agreement and has/have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;

(vii) The Owners/Promoter/Developer has/have not entered into any agreement for sale and/or any other agreement/arrangement with any person or party with respect to the said Land and the Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;

(viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the Conveyance Deed, the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees of the Project or the competent authority, as the case may be.

(x) The said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land.

(xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Second Phase to the competent authorities till the completion certificate of the Second Phase has been issued and possession of Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees of the Project or the competent authority, as the case may be.

(xii) No notice from the Government or any other local, body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Owners/Promoter/Developer in respect of the said Land and/or the Second Phase.

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

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

(i) The Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Second Phase within the stipulated time disclosed at the time of registration of the Second Phase with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate/completion certificate, as the case may be has been issued by the competent authority:

(ii) Discontinuance of the Promoter/Developer's business as a Promoter/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/Developer under the conditions listed above, the Allottee is entitled to the following:

(i) Stop making further payments to the Promoter/Developer as demanded by the Promoter/Developer. If the Allottee stops making payments, the Promoter/Developer 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/Developer shall be liable to refund the entire money paid by the Allottee to the Promoter/Developer under any head whatsoever towards the purchase of the Apartment, along with interest at the rate as prescribed in the Rules within 45 (Forty-Five) days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the Second Phase or terminate the Agreement, he shall be paid by the Promoter/Developer, interest at the rate as 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/Developer to the Allottee within 45 (Forty-Five) days of it becoming due.

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

(i) In case the Allottee fails to make any payments for 2 (two) consecutive demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribed under the Rules;

(ii) In case of default by Allottee under the condition listed above continues for a period beyond 2 (Two) consecutive months after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment in favour of the Allottee and the refund the money paid to him by the Allottee by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

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

The Promoter/Developer, on receipt of Total Price of the Apartment as per para 1.2 of this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with the proportionate indivisible share in the Common Areas of the said Block within 3 (Three) months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee.

Provided that in the absence of local law the conveyance deed in favour of the Allottee shall be carried out by the Promoter/Developer within 3 (Three) months from the date of issuance of occupancy certificate.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter/Developer to withhold registration

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

**11. MAINTENANCE OF THE SAID BUILDING / APARTMENT/ SECOND PHASE:**

The Developer or any Maintenance Agency appointed by the Promoter at its sole discretion (hereinafter referred to as “the Maintenance Agency”) shall be responsible to provide and maintain essential services in the Second Phase till the taking over of the maintenance of the entire Project/Complex by the association of allottees upon the issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the entire Project/Complex.

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date, (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Apartment) and/or in the manner as provided in this agreement and/or as may be so decided by the Developer or Maintenance Agency and/or the association of allottee of the entire Project/Complex, as the case may be,

**11.1 INTERIM MAINTENANCE PERIOD**

During the interim maintenance period between obtaining of the completion certificate of the Second Phase and formation and operationalization of the Association, the Developer shall through itself or through a Maintenance Agency constitute a committee to run, operate, manage and maintain the Common Areas.

- i) The Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, if any.
- ii) The Developer shall be responsible to provide and maintain essential services in the Second Phase till the taking over of the maintenance of the entire Project by the Association as provided in this Agreement. The cost of such maintenance shall be borne and paid by the Allottee proportionately for the Apartment.
- iii) The maintenance and management of Common Areas by

the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project/Complex such as fire detection and protection and management of general security control of the Project/Complex.

- iv) The Rules/Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.
- v) After the Common Areas of the entire Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

## 11.2 **FORMATION OF ASSOCIATION**

- i. The Developer shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association ("**ASSOCIATION**"), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas of the Project to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- ii. Each Apartment/unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment/unit. Further, in the event a Apartment/unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association.

- iii. Upon formation of the Association, the Developer shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the “Handover Date”). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Developer and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Developer, and the Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Owner and the Promoter fully safe, harmless and indemnified in respect thereof.
- iv. The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Developer, which deposit shall be pooled into a Sinking Fund/Maintenance Deposit (“**Sinking Fund**”). The Allottee further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Developer, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Buyers of the Project/Complex to the Developer, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the several Co-Buyers and/or co-owners of the Project, inter alia, as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Developer as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Allottee shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Developer to the Association and the Allottee and the Association shall jointly and severally keep the Developer indemnified for the same.
- v. The Allottee acknowledges and agrees to allow the



Developer to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Developer on account of making such adjustments and/or on account of the Developer transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

- vi. The Developer and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Developer and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project/Complex. Such payment towards the Sinking Fund shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- vii. The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Developer or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project/Complex.
- viii. The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project/Complex.
- ix. Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Developer or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.

- x. Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Developer or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- xi. It has been agreed by the parties that the Association (s) of all the Allottees of all the buildings in the Project as and when the Project is completed in its entirety shall own in common all common areas ,amenities and facilities of the Project/Complex together with all easement rights and appurtenances belonging thereto.

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/Developer as per the Agreement for Sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (Five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within 30 (Thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter / Developer / maintenance agency / Association of Allottees shall have the right of unrestricted access of all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

**Use of Service Area:** The service areas, as located within the Second Phase/Project/Complex shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc., and other permitted uses as per the sanctioned plan(s). The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those

earmarked as parking spaces and the same shall be reserved for use by the Association of Allottees formed by the Allottees or caused to be formed for the Allottees for rendering maintenance services.

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

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

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

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

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

The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Second Phase/Project.

**17. ADDITIONAL CONSTRUCTION:**

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

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

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

19. **APARTMENT OWNERSHIP ACT:**

The Promoter/Developer has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter/Developer will show compliance of various laws/regulations as applicable in the State of West Bengal.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter/Developer. If the Allottee fails to execute and deliver to the Promoter/Developer this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Sub-Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer 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, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the parties.

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

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

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

24.1 The Promoter/Developer 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 [**Seventh Schedule**] 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/Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter/Developer to exercise such discretion in the case of other Allottees.

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

25. **SEVERABILITY:**

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

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

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

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

27. **FURTHER ASSURANCES:**

All 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.

The terms, conditions, rights and obligations herein specified are subject to the additional or supplemental clauses contained in the **Ninth Schedule** herein contained and the parties shall remain bound by the same.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter/Developer through its authorized signatory, at the Promoter/Developer's office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter/Developer or simultaneously with the execution of the said Agreement shall be registered at the office of the Additional District Sub-Registrar at Domjur or any other concerned registration offices having jurisdiction therefor. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES:**

All notices to be served on the Allottee and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter/Developer by registered post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee  
 \_\_\_\_\_ (Allottee's Address)

Promoter/Developer name: **RIYA MANBHARI PROJECTS LLP**  
 (Promoter/Developer's Address) 27, Biplabi Trailokya Maharaj  
 Sarani, 1<sup>st</sup> Floor, Room No. 101, Kolkata – 700 001

It shall be the duty of the Allottee and the Promoter/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/Developer 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/Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**31. SAVINGS:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(SAID PROJECT/COMPLEX LAND)**

- 1) **ALL THAT** the piece and parcel of land measuring an area of 328.66 Decimals, be the same a little more or less, under Police Station-Domjur, District-Howrah, situate lying at and comprised in :-

SL. NOS.	DAG NOS.		KHATIAN NOS.		MOUZAS	AREA (DEC)	TOTAL AREA (DEC.)
	R.S.	L.R.	R.S.	L.R.			
1	1670	1768	501	3608	MAKARDAH	10	62.00
2	1670	1768	501	3606	MAKARDAH	10	
3	1670	1768	501	3603	MAKARDAH	10	
4	1670	1768	501	3615	MAKARDAH	10	
5	1670	1768	501	3607	MAKARDAH	2	
6	1670	1768	501	3602	MAKARDAH	10	
7	1670	1768	501	3604	MAKARDAH	10	
8	5852/ 7514	7379	1876	8223	DOMJUR	10	104.66
9	5852/ 7514	7379	1876	8224	DOMJUR	10	
10	5852/ 7514	7379	1876	8220	DOMJUR	10	
11	5852/ 7514	7379	1876	8222	DOMJUR	10	
12	5852/ 7514	7379	1876	8212	DOMJUR	10	
13	5852/ 7514	7379	1876	8213	DOMJUR	10	
14	5852/ 7514	7379	1876	8211	DOMJUR	10	
15	5852/ 7514	7379	1876	8210	DOMJUR	10	
16	5852/ 7514	7379	1876	8217	DOMJUR	4.66	
17	5852/ 7514	7379	1876	8221	DOMJUR	10	
18	5852/ 7514	7379	1876	8214	DOMJUR	10	
19	5852/ 7515	7380	2608	8131	DOMJUR	10	32.00
20	5852/ 7515	7380	2608	8129	DOMJUR	2	
21	5852/ 7515	7380	2608	8132	DOMJUR	10	
22	5852/ 7515	7380	2608	8130	DOMJUR	10	



23	5852/ 7513	7375	1156	8142	DOMJUR	8.5	51.00
24	5852/ 7513	7375	1156	8106	DOMJUR	4	
25	5852/ 7513	7375	1156	8142	DOMJUR	8.5	
26	5852/ 7513	7375	1156	8107	DOMJUR	10	
27	5852/ 7513	7375	1156	8105	DOMJUR	10	
28	5852/ 7513	7375	1156	8108	DOMJUR	10	
29	1649	1745	1049	3142	MAKARDAH	10	30.00
30	1649	1745	1049	3552	MAKARDAH	10	
31	1649	1745	1049	3551	MAKARDAH	10	
32	5868	7374	2518	7699	DOMJUR	4.5	16.50
33	5868	7372	2518	7699	DOMJUR	4	
34	5868	7374	2518	8128	DOMJUR	8	
35	5867	7372	2518	8104	DOMJUR	9	25.00
36	5867	7372	2518	8101	DOMJUR	8	
37	5867	7372	2518	8103	DOMJUR	8	
38	5869	7373	2518	8102	DOMJUR	7.5	7.50
						<b>Total:</b>	<b>328.66</b>

- 2) **AND ALL THAT** the piece and parcel of land measuring an area of 532.65 Decimals, be the same a little more or less, under Police Station-Domjur, District-Howrah, situate lying at and comprised in :-

DAG NOS.		KHATIAN NOS.		J.L. NOS.	MOUZAS	AREA (DECIMAL)
R.S.	L.R.	R.S.	L.R.			
1657	1769	1561	3597	34	Makardah	1.66
1657	1769	1561	3598	34	Makardah	1.67
1657	1769	1561	3599	34	Makardah	1.67
1658	1770		4233	34	Makardah	5
1659	1771		4233	34	Makardah	5
1659	1771		4231	34	Makardah	1
1660	1772		4231	34	Makardah	3
1661	1773		4231	34	Makardah	2
1662	1774		4390	34	Makardah	10
1662	1774		4389	34	Makardah	9
1670	1768	1662	3605	34	Makardah	2
22	22		1577	31	Purbannapara	10
22	22		1580	31	Purbannapara	5
22	22		1600	31	Purbannapara	9
23	23		1576	31	Purbannapara	8
23	23		1584	31	Purbannapara	10
23	23		1640	31	Purbannapara	2
29	29		1757	31	Purbannapara	8

30	30		1802	31	Purbannapara	5.45
30	30		1618	31	Purbannapara	4.55
37	37		1620	31	Purbannapara	7.77
37(P)	37	232	1456	31	Purbannapara	7.78
37(P)	37	232	1458	31	Purbannapara	7.78
37	37		1611	31	Purbannapara	10
37	37		1610	31	Purbannapara	10
37	37		1612	31	Purbannapara	3.32
38	38		1613	31	Purbannapara	9
38	38		1614	31	Purbannapara	9
38(P)	38		1449	31	Purbannapara	10
38(P)	38		1450	31	Purbannapara	10
38(P)	38		1451	31	Purbannapara	3
38(P)	38		1448	31	Purbannapara	3
39	39		1617	31	Purbannapara	5
39	39		1448	31	Purbannapara	7
40	40		1620	31	Purbannapara	0.34
40	40		1456	34	Purbannapara	0.33
40	40		1612	31	Purbannapara	1
40	40		1757	31	Purbannapara	1
40	40		1458	34	Purbannapara	0.33
5844	7345	2546	8644	33	Domjur	10
5844	7345	2546	8643	33	Domjur	10
5844	7345	2546	8649	33	Domjur	10
5844	7345	2546	8641	33	Domjur	10
5844	7345	2546	8651	33	Domjur	10
5844	7345	2546	8650	33	Domjur	4
5845	7346	20	8549	33	Domjur	10
5845	7346	20	8547	33	Domjur	10
5845	7346		9302	33	Domjur	3
5848	7349		9302	33	Domjur	4
5848(P)	7349	1155	8695	33	Domjur	2
5848(P)	7349	1155	8696	33	Domjur	10
5848(P)	7349	1155	8711	33	Domjur	10
5848(P)	7349	1155	8694	33	Domjur	10
5848(P)	7349	1155	8712	33	Domjur	10
5848(P)	7349	1155	8551	33	Domjur	10
5848(P)	7349	1155	8550	33	Domjur	10
5848(P)	7349	1155	8554	33	Domjur	10
5848(P)	7349	1155	8555	33	Domjur	10
5848(P)	7349	1155	8546	33	Domjur	10
5848(P)	7349	1155	8545	33	Domjur	10
5849	7350	2450	8553	33	Domjur	10
5849	7350	2450	8552	33	Domjur	10
5849	7350	2450	8342	33	Domjur	3
5849	7350	2450	8713	33	Domjur	10
5849	7350	2450	8640	33	Domjur	10
5849	7350	2450	8642	33	Domjur	10
5849	7350	2450	8695	33	Domjur	4

5850	7351	2452	8267	33	Domjur	10
5850	7351	2452	8268	33	Domjur	10
5850	7351	2452	8341	33	Domjur	10
5850	7351	2452	8342	33	Domjur	7
5850	7351	2452	8343	33	Domjur	10
5850	7351	2452	8349	33	Domjur	10
5851	7352	2452	8695	33	Domjur	4
5852/ 7511	7377	1662	8225	33	Domjur	10
5852/ 7511	7377	1662	8258	33	Domjur	10
5852/ 751	7377	1662 & 1876	8226	33	Domjur	1
5852/ 751	7377	1662 & 1876	8219	33	Domjur	1
<b>Total:</b>						<b>532.65</b>

- 3) **AND ALL THAT** the piece and parcel of land measuring an area of 1514.52 Decimals, be the same a little more or less, under Police Station-Domjur, District-Howrah; **all together aggregating to an area of 2375.83 Decimals.**

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(SAID SECOND PHASE LAND)**

**ALL THAT** the piece and parcel of land measuring an area of 122.11 Decimals, be the same a little more or less, situate lying at Mouza Domjur under Police Station-Domjur, within the ambit of Domjur Gram Panchayet and Makardaha No.1 Gram Panchayet, respectively, District-Howrah, situate lying at and comprised in :-

DAG NOS.		KHATIAN NOS.		J.L. NO.	MOUZA	AREA (DECIMAL)
R.S.	L.R.	R.S.	L.R.			
5845	7346	20	8547	33	Domjur	0.99
5845	7346	20	9302	33	Domjur	3
5848(P)	7349	1155	8695	33	Domjur	2
5848(P)	7349	1155	8696	33	Domjur	10
5848(P)	7349	1155	8711	33	Domjur	10
5848(P)	7349	1155	8694	33	Domjur	10
5848(P)	7349	1155	8712	33	Domjur	10
5848(P)	7349	1155	8551	33	Domjur	10
5848(P)	7349	1155	8550	33	Domjur	10
5848(P)	7349	1155	8554	33	Domjur	5.24

5849	7350	2450	8553	33	Domjur	10
5849	7350	2450	8552	33	Domjur	10
5849	7350	2450	8342	33	Domjur	3
5849	7350	2450	8713	33	Domjur	6.88
5850	7351	2452	8341	33	Domjur	10
5850	7351	2452	8342	33	Domjur	7
5851	7352	2452	8695	33	Domjur	4
					<b>Total:</b>	<b>122.11</b>

and collectively delineated and demarcated on the PLAN annexed hereto and bordered in RED colour thereon and butted and bounded as follows :

**On the North** : Dag No. 5853  
**On the East** : Dag No. 5854  
**On the South** : Dag No. 5850(P),5849(P),8548(P),5845(P)  
**On the West** : Canal

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(PARTICULARS OF THE TITLE DEEDS OF THE SAID SECOND PHASE**  
**LAND)**

Sl Nos.	Deed Nos.	Deed Date	Owners Name	Dag Nos.		Khatian Nos.	Area (Dec)
				R.S.	L.R.	L.R.	
<b><u>MOUZA DOMJUR, J.L. NO. 33</u></b>							
1	04644	30-05-2012	Rukmani Promoters Pvt. Ltd.	5845	7346	8547	0.99
2	8997	25-09-2014	Entice Projects OTC Pvt. Ltd.	5845	7346	9302	3
3	03862	03-05-2012	Mistflower Enclave Pvt. Ltd.	5848	7349	8695	2
4	03864	03-05-2012	Jayditya Realty Pvt. Ltd.	5848	7349	8696	10
5	03864	03-05-2012	Barbrik Mercantile Pvt. Ltd.	5848	7349	8711	10
6	03865	03-05-2012	Zaffrain Buildcon Pvt. Ltd.	5848	7349	8694	10
7	03865	03-05-2012	Hycinth Developers Pvt. Ltd.	5848	7349	8712	10
8	04646	30-05-2012	Dadimata Promoters Pvt. Ltd.	5848	7349	8551	10
9	04646	30-05-2012	Adishakti Infraprojects Pvt. Ltd.	5848	7349	8550	10
10	04632	30-05-2012	Lochan Complex Pvt. Ltd.	5848	7349	8554	5.24
11	04647	30-05-2012	Mangalvani Infratech Pvt. Ltd.	5849	7350	8553	10
12	04647	30-05-2012	Vetali Developers Pvt. Ltd.	5849	7350	8552	10
13	02831	30-03-2012	Scilla Barter Pvt. Ltd.	5849	7350	8342	3
14	03863	03-05-2012	Jayditya Nirman Pvt. Ltd.	5849	7350	8713	6.88
15	02831	30-03-2012	Lantana Vinimay Pvt. Ltd.	5850	7351	8341	10
16	02831	30-03-2012	Scilla Barter Pvt. Ltd.	5850	7351	8342	7
17	03862	03-05-2012	Mistflower Enclave Pvt. Ltd.	5851	7352	8695	4
<b>Total Land Area</b>							<b>122.11</b>

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Said Apartment)**

**ALL THAT** the **Apartment No.**\_\_\_\_ containing a carpet area of \_\_\_\_\_ **Sq.ft.**, (equivalent to a built up area of \_\_\_\_\_ **Sq.ft.**) be the same a little more or less **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of \_\_\_\_\_Sq.ft., OR the verandah or balcony adjoining the said Apartment containing an area of \_\_\_\_\_Sq.ft., on the \_\_\_ **Floor** of the Building and prorata common areas of \_\_\_\_\_ Sq.ft., of the Project known as **RIYA MANBHARI GREENS-PHASE- II.**

**PARKING SPACE**

\_\_\_\_\_covered independent/covered dependent parking / open independent/open dependent parking /two wheeler independent /dependent parking admeasuring approximately \_\_\_\_\_ Sq.ft.

**THE FIFTH SCHEDULE ABOVE REFERED TO**  
**(PART - I)**

**(Common Areas and installation of each Block of Second Phase)**

- Lobby at the ground floor level of the Said Block
- Ground Floor Lobby under CCTV of the said block.
- Lift machine room(s) and lift well(s) of the Said Block
- Water supply pipeline in the Said Block
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block
- Provision of Intercom Network facility in the Said Block
- Provision of Broadband connection in the Said Block, if any
- Lobbies on all floors and staircase(s) of the Said Block
- Provision for Network of Cable TV/DTH in the Said Block, if any
- Lift of Reputed Make in the Said Block
- Stairs and Floor Lobbies in the Said Block
- Over head water reservoirs/tanks of the Said Block
- Drainage and sewage pipeline in the Said Block
- Common Roof of the Said Block

**(Common Areas and installation of the Entire Complex)**

<ul style="list-style-type: none"> <li>• Outdoor Play Area/Badminton Court</li> </ul>	<ul style="list-style-type: none"> <li>• Common Toilet for Staff</li> </ul>
<ul style="list-style-type: none"> <li>• Doctor's and Visitor's Car Parking</li> </ul>	<ul style="list-style-type: none"> <li>• Green garden and lawn common to all phases of the entire Complex.</li> </ul>
<ul style="list-style-type: none"> <li>• Gym</li> <li>• Swimming Pool</li> </ul>	<ul style="list-style-type: none"> <li>• OWC (Organic Waste Compositor)</li> </ul>
<ul style="list-style-type: none"> <li>• Fire Fighting System</li> </ul>	<ul style="list-style-type: none"> <li>• Separate Children's Play Area</li> </ul>
<ul style="list-style-type: none"> <li>• Rain Water Harvesting</li> </ul>	<ul style="list-style-type: none"> <li>• Security Service</li> </ul>
<ul style="list-style-type: none"> <li>• Space for Senior Citizen</li> <li>• Sport arenas, kids play spaces</li> </ul>	<ul style="list-style-type: none"> <li>• Generator Backup</li> </ul>
<ul style="list-style-type: none"> <li>• Club House</li> </ul>	<ul style="list-style-type: none"> <li>• Community Hall</li> </ul>
<ul style="list-style-type: none"> <li>• Water Treatment Plant</li> <li>• Sewage Treatment Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Electricity meter(s) for common installations and space for their installation</li> </ul>
<ul style="list-style-type: none"> <li>• Common Area Surveillance with CCTV</li> </ul>	<ul style="list-style-type: none"> <li>• Illumination for Compound and Street Lighting</li> </ul>
<ul style="list-style-type: none"> <li>• All infrastructure facilities/works including Water supply bore wells Sewerage, drainage, water supply and accessories thereto.</li> </ul>	<ul style="list-style-type: none"> <li>• All electrical installations/works including fixtures, street/ campus lights, and accessories thereto.</li> </ul>
<ul style="list-style-type: none"> <li>• Common Roads connecting each Phase including the First Phase Project.</li> </ul>	<ul style="list-style-type: none"> <li>• All sewerage and drainage outfall connections with the Panchyat Drain</li> </ul>
<ul style="list-style-type: none"> <li>• Entrance gate, gate goomty, signage etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Signage for the overall Complex.</li> </ul>
	<ul style="list-style-type: none"> <li>• 24 hours Security Service.</li> </ul>

**(PART – II)**

**(Specifications and Amenities)**

<b><u>SPECIFICATIONS:</u></b>	
Structure	Earthquake resistant RCC framed construction with infill brick walls.
Internal Walls	Cement plastering overlaid with smooth, wall putty/plaster of paris.
Doors and Windows	Tough timber frames and solid-core flush shutters.

	<p>Entrance Primer Painted flush doors.  Entrance door fittings night latch with eyepiece and handle.  Internal bedroom flush door Primer painted with mortise lock/Cylindrical Lock.  Toilet doors primer painted flush doors.  Windows aluminium siding with fully glazed shutters.</p>
Wall Finish	<p>Interior- Plaster of Paris/Putty.  Exterior- Weather proof cement paint.</p>
Flooring	<p>Vitrified/Ceramic tile flooring in all Bedrooms, Living/Dining Room and Common Portions.</p>
Kitchen	<p><i>Floor-</i> Ceramic tiles.  <i>Counter Tops.</i>  Black Stone with Granite with steel sink.  <i>Dados-</i> Ceramic tiles up to a height of 2' (two) feet from the counter top.  Electrical point for refrigerator, water filter, exhaust fan, microwave oven.</p>
Toilet	<p>Ceramic tiled floor.  Dado of ceramic tiles on the wall up to door height (7 feet).  White sanitary ware of reputed make  CP fittings of reputed make.  Electrical point for geyser.  Wall Mixture for hot/cold water lines.</p>
Sanitary Ware	<p>White, high quality porcelain fixtures of reputed make.  Chromium-plated C. P. fittings of reputed make.  Geyser points in all bathrooms and one washing machine point at Balcony.</p>
Electricals	<p>Modular switches of reputed make.  AC point in master bedroom and provision for other bedrooms, living/dining.  Necessary electrical points with switches in all bedrooms, living/dining, kitchen and toilets.  Cable TV conduits in living/dining and master bedroom.  Conducting for Telephone line in living/dining.  Concealed copper wiring with central MCB of reputed make.  Door bell point at entrance door.  Modular switches and miniature circuit</p>

	breaks, TV sockets and Broadband point.
Intercom Wiring	Central distribution box at ground floor with network of in-built telephone wiring to each apartment.
Exterior	Weatherproof exterior paint finish.
<b><u>AMENITIES:</u></b>	<p>Outdoor Play Area/Badminton Court.          Separate Children's Play Area.          Green Garden.          Space for Senior Citizen.          Temple.          Doctor's and Visitor's Car Parking.          Common Toilet for Staff.          Rain Water Harvesting.          24 hours Security Service.          Common Area Surveillance with CCTV.          Electricity meter(s) for common installations and space for their installation          Illumination for Project and Street Lighting.          Generator Backup for Common Area and Service.          Generator Backup in Apartment.          Fire Fighting System.          Water Treatment Plant.          Sewage Treatment Plan.          Common Roof of the said Building.</p>

**THE SIXTH SCHEDULE ABOVE REFERRED TO:  
(COMMON EXPENSES)**

1. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Promoter or any agency looking after the common purposes, until handing over the same to the Association.
2. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
3. **INSURANCE** : Insurance premium for insurance of the New Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
4. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the New Buildings and enjoyed or used by the purchasers in common with other occupiers or serving more than one Apartment and main



entrance and exit gates, landings and staircases of the New Buildings and enjoyed by the purchasers or used by him in common as aforesaid and the boundary walls, compounds etc., of the New Buildings. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the New Buildings so enjoyed or used by the purchasers in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

5. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.

6. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

7. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.

8. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.

9. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Apartment).

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(PART – I)**  
**(Total Price)**

**Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) only for the Apartment to be paid by the Allottee to the Promoter in the manner as mentioned in Part – II below:

**(PART – II)**  
**(Payment Plan)**

The amount mentioned in PART-I of this SCHEDULE hereinabove shall be paid by the Allottee(s) to the Promoter in installments as follows:-

Sl.	Payment Description	Amount/Percentage

1.	On Booking	10% of unit cost + GST
2.	On execution of Agreement for Sale [Within 30 (thirty) days of booking]	5% of unit cost + GST and any other Taxes (as applicable) + (50% of Said Club charges) + (50% of Said Legal charges)
3.	On Completion of Piling of the Said Block	10% Of Total Consideration + GST and any other Taxes (as applicable)
4.	On Completion of Foundation of the Said Block	10% Of Total Consideration + GST and any other Taxes (as applicable)
5.	On Completion of ground floor Roof Casting of the Said Block	8% of Total Consideration + GST and any other Taxes (as applicable)
6.	On Completion of 1 <sup>st</sup> Floor Roof Casting of the Said Block	8% of Total Consideration + GST and any other Taxes (as applicable)
7.	On Completion of 2 <sup>nd</sup> Floor Roof Casting of the Said Block	8% of Total Consideration + GST and any other Taxes (as applicable)
8.	On Completion of 3 <sup>rd</sup> Floor Roof Casting of the Said Block	8% of Total Consideration + GST and any other Taxes (as applicable)
9.	On Completion of 4 <sup>th</sup> Floor Roof Casting of the Said Block	8% of Total Consideration + GST and any other Taxes (as applicable)
10.	On Completion of Brickwork of the Said Flat	5% of Total Consideration + GST and any other Taxes (as applicable)+ [50% of Generator Charges]
11.	On Completion of Internal Plaster Work of the Said Flat	5% of Total Consideration + GST and any other Taxes (as applicable)
12.	On Completion of POP of the Said Flat	5% of Total Consideration + GST and any other Taxes (as applicable)
13.	On Completion of Flooring of the Said Flat	5% of Total Consideration + GST and any other Taxes (as applicable)
14.	On Possession of the said Flat	5% of Total Consideration + GST and any other Taxes (As applicable) + Balance 50% of Legal Fees(+ 50% of Generator Charges (+)100% of Electricity Charges (+) 50% of Club Charges (+) Other Extra Charges i.e. Association formation etc.

		(+ Deposits (Maintenance + Sinking Fund + Rates & Taxes)
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**THE EIGHTH SCHEDULE ABOVE REFERRED TO  
(OTHER DEFINITIONS & INTERPRETATIONS)**

**A. Other Definitions:**

**ADVOCATES** – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 or any other Advocate who may be appointed by the Promoter, inter alia, for preparation of this agreement and the Indenture of Conveyance for transfer of the apartment in the Second Phase.

**APARTMENT** – shall mean a dwelling unit, apartment, suite, or any enclosed space, located on any floor or any part thereof, in the new building, used or intended to be used for residential purpose.

**ARCHITECT** – shall mean Raj Agarwal & Associates having its registered office at 8B, Royd Street, 1<sup>st</sup> Floor, Kolkata-700016, or any other person(s) who may be appointed by the Promoter as the Architect for the Second Phase and who is registered as an architect under the provisions of the Architects Act, 1972.

**BOOKING AMOUNT** – shall mean 10% (Ten percent) of the Consideration of the Apartment which includes the Application Money;

**BUILT-UP AREA** – shall mean carpet area plus 100% (Cent percent) area of the external walls which are not shared and 50% (Fifty percent) area of the external walls shared by the apartment and the adjacent apartment and 50% (Fifty percent) area of the walls shared by the apartment and the common facilities like lift lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.

**CANCELLATION CHARGES** – shall mean collectively- (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque.

**CAR PARKING SPACE** – shall mean the spaces in the portions of the ground floor level, whether open or covered or stacked, of the Project expressed or intended to be reserved for parking of motor cars/two wheelers and sanctioned as such.

**COMMON AREAS AND INSTALLATION**– shall mean and include as mentioned in the **Part-I** of the **Fifth Schedule** hereinabove written.

**COMMON EXPENSES** – shall mean and include as mentioned in the **Sixth Schedule** hereinabove written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Allottees and to be contributed, borne, paid and shared by all the Allottees of the Project.

**COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

**COMPLETION CERTIFICATE** – shall mean the completion certificate or such other certificate by whatever name called, issued by the competent authority certifying that the Second Phase/Project has been developed according to the sanctioned plan(s), layout plan and specifications, as approved by the competent authority/authorities under the local laws, as applicable.

**PROJECT/COMPLEX** – shall mean the entire Complex Land and the residential/commercial blocks/buildings constructed or to be constructed therein, the club house, recreation area and other common areas therein constructed or to be constructed, out of which- (1) 7(Seven) number of blocks/buildings have been already constructed in Phase I on a piece and parcel of land containing an area of 328.66 decimals in Mouza Domjur and Makardah, (2) 3 number of blocks/buildings would be constructed in Phase II on the Land containing an area of 122.11 decimals in Mouza Domjur and (3) further blocks/buildings which would be constructed in further Phases hereafter in the rest of the Complex Land.

**COMPLEX LAND** – shall mean All That the piece and parcel of land- (1) containing total area of 880.44 Decimals situate lying at Mouza Domjur J.L. No. 33 within the ambit of Domjur Gram Panchayet, (2) containing total area of 1039.32 Decimals situate lying at Mouza Purbannapara J.L. No. 31 within the ambit of Makardaha No. 1 Gram Panchayet, (3) containing total area of 409.07 Decimals situate lying at Mouza Makardaha J.L. No. 34 within the ambit of Makardaha No. 1 Gram Panchayet and (4) containing total area of 47 Decimals situate lying at Mouza Bhanderdaha J.L. No. 32 within the ambit of Domjur Gram Panchayet, thus all together collectively land area measuring 2375.83 Decimals be the same a little more or less under Police Station-Domjur, District-Howrah more fully and particularly mentioned and described in the **First Schedule** hereinabove written.

**PLAN/S** – shall mean the plan for construction of six residential apartments sanctioned/approved by the Howrah Zilla Parishad having Plan No.124/032/HZP/EP dated 04<sup>th</sup> day of July, 2017 and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.

**SECOND PHASE** – shall mean the development of the said Second Phase land by construction of 3 buildings/Towers consisting of residential apartments with open areas and the car parking spaces whether open or covered and the Common Areas, Common Facilities and Amenities and all development works to be constructed, erected and completed by the Promoter/Developer on the said Land or on the part thereof and to be known as **RIYA MANBHARI GREENS- PHASE II** in terms of this Agreement and the Plan(s) together with all easement rights and appurtenances belonging thereto.

**SAID APARTMENT** – shall mean ALL THAT the **Apartment No.**\_\_\_\_ containing a carpet area of \_\_\_\_\_ **Sq.ft.**, (equivalent to a built up area of \_\_\_\_\_ **Sq.ft.**) be the same a little more or less **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of \_\_\_\_\_Sq.ft., OR the verandah or balcony adjoining the said Apartment containing an area of \_\_\_\_\_Sq.ft., on the \_\_\_ **Floor** of the Building and prorata common areas of \_\_\_\_\_ Sq.ft., of the Project known as **RIYA MANBHARI GREENS-PHASE- II** presently under construction more fully and particularly described in the **Fourth Schedule** hereinabove written Together With a Covered/open Car parking Space being No.\_\_\_\_ in the basement of the Building OR Together With Right to park in Open/stacked Car Parking Space being No.\_\_\_\_ more fully and particularly described in the **Fourth Schedule** hereinabove written together with right to enjoy the Common areas more fully and particularly mentioned and described in the **Part-I** of the **Fifth Schedule** hereinabove written and the Common Facilities and Amenities more fully and particularly mentioned and described in the **Part-II** of the **Fifth Schedule** hereinabove written to be used in common with the other allottees of the Complex.

**SAID LAND** – shall mean All That the piece and parcel of land containing total area of 122.11 Decimals situate lying at Mouza Domjur J.L. No. 33 within the ambit of Domjur Gram Panchayet, under Police Station-Domjur, District-Howrah more fully and particularly mentioned and described in the **Second Schedule** hereinabove written.

**SAID SHARE** – shall mean proportionate undivided indivisible impartible variable share in the land comprised in the Block.

**SPECIFICATION** – shall mean the specification for the said Apartment as mentioned in the **Part-II** of the **Fifth Schedule** hereinabove written subject

to the alterations or modifications as may be suggested or approved by the Architect.

**B. Interpretation:**

- 1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- 1.2.2 Words in singular shall include the plural and vice versa.
- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- 1.2.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

**THE NINTH SCHEDULE ABOVE REFERRED TO**  
**(OTHER TERMS AND CONDITIONS)**

1. **Electricity Supply:** In case WBSEDCL/any other electricity supply agency decides not to provide individual meters to the Apartment and makes provision for a High Tension Supply or Bulk Supply, the Promoter/Developer shall provide individual sub-meters to the Allottee upon payment by them for sub-meter and of the proportionate security deposit payable to WBSEDCL/any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by WBSEDCL/any other electricity supply agency from time to time and all allottees shall, at all times, be liable to proportionately pay such revision/replenishment to WBSEDCL/any other electricity supply agency, as per the norms of WBSEDCL/any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter/Developer for supply of electricity through sub meters.

2. **Additional Work and Facility:** In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the Second Phase, the benefit whereof would be for the Allottee, or the said Apartment, the Allottee shall be liable to make payment of the proportionate share in respect thereof to the Promoter/Developer and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Promoter/Developer and the Allottee hereby consents to the same.
3. **Additional Taxes, Levies and Outgoings:** If at any time, the Promoter/Developer is liable to pay any additional amount on account of statutory taxes, outgoings and/or impositions including Goods and Service Tax, the Allottee shall be liable and agrees to make payment of the amount on account of such statutory taxes and outgoings and to keep the Promoter/Developer, harmless and indemnified against all such tax and outgoings and all costs, charges and expenses in respect thereof.
4. **Default in Payments of Usage Charges of Common Facilities During the Maintenance Period:** Failure to pay Maintenance Charges, Electricity Charges, DG usage charges, if any, within due dates may result in withdrawal/ restrictions/ disconnections/ discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at the rate prescribed in the Rules on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
5. **Allottee's Covenants:**

The Allottee further covenants with the Promoter/Developer, which expression shall for the purpose include the Association of Allottees, wherever applicable, and admits and accepts that:

5.1. **Allottee Aware of and Satisfied with Common Amenities, Facilities and Specifications:**

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Second Phase and Project/Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Second Phase and Project/Complex save and except the Apartment. It is further agreed that the right of the Allottee to

use the common areas, amenities and facilities shall always be subject to timely and regular payment of maintenance charges and other charges payable by the Allottee and as applicable from time to time.

The Common Areas shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoters (without affecting the rights of the Allottee, prejudicially) to accommodate its future plans regarding the Said Land and/or the Project/Complex and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in Common Areas.

The Allottee shall only have User Rights in the Common Areas of the Project/Complex to the extent required for beneficial use and enjoyment of the said Apartment and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area of the Project/Complex.

Allottee has been made aware and has unconditionally agreed that the occupants of apartments in other phases of the entire Complex/Project shall also have complete and unhindered access to all Common Areas, as morefully described in the FIFTH SCHEDULE hereunder written as also to all amenities and facilities of the Project/Complex which are meant or allowed by the Promoters for use and enjoyment by such other co-owners and/or third parties, as the case may be.

- 5.2. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall- (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of the concerned authority, within 30 (Thirty) days from the date of executing conveyance deed of the said Apartment (Date of Conveyance) and (2) pay the rates & taxes proportionately for the Project/Complex and wholly for the Apartment from the date of possession notice or from the date of deemed possession, whichever is applicable and until the Apartment is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/Developer/ Association of Allottees (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the



Allottee shall not claim any deduction or abatement in the aforesaid bills.

- 5.3. **Allottee to Pay Maintenance Charge:** The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter/ Developer/ Association of Allottees (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that- (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Developer/Promoter or Association of Allottees.
- 5.4. **No Objection Obstruction Interference or Interruption:** The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction future phases of the Project/Complex or any other parts thereof nor do anything whereby the construction or development of the future phases of the Project/Complex or the sale or transfer of the other apartments in the Project/Complex is in any way interrupted or hindered or impeded with.
- 5.5. **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/Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter/Developer 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 amount(s) including interest at the applicable Interest Rate from the due date till the date of receipt by the Promoter/Developer of all the amounts including the dishonour charges of Rs.500/- (Rupees Five hundred only) for each dishonor of Cheque. In the event the said Demand Draft is not tendered within 7 (Seven) days then the Promoter/Developer shall be entitled to treat the same as a default and the consequences would follow.
- 5.6 **Cancellation by Allottee:** Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter/Developer shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated. It is clarified that all amounts collected as taxes, charges, levies, cess, assessments

and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter/Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

## 6. **Promoter/Developer's Covenants:**

The Promoter/Developer covenants with the Allottee and admits and accepts that:

- 6.1. **No Creation of Encumbrance:** During the subsistence of this Agreement, subject to its right to obtain project loan, the Promoter/Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.
- 6.2. **Documentation for Loan:** The Promoter/Developer shall provide to the Allottee all available documents so that the Allottee may get loan from banks and financial institutions, if required by the Allottee.

## 7. **Obligations of Allottee:**

### **The Allottee shall:**

- 7.1 **Co-operate in management and maintenance:** Co-operate in the management and maintenance of the Common facilities and amenities by the Promoter/Developer /Association of Allottees, as applicable.
- 7.2 **Observe Rules:** Observe the rules framed from time to time by the Promoter/Developer/Association of Allottees for the beneficial common enjoyment of the Common facilities and amenities.
- 7.3 **Pay Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Apartment from the date of possession.
- 7.4 **Meter and Cabling:** Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the Apartment by the Allottee at their own cost, only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter/Developer or to other apartment owners. The main electricity meter shall be

installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the Building in which the Apartment is located save in the manner indicated by the Promoter/Developer/Association of Allottees.

- 7.5 **Residential Use:** Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- 7.6 **Maintenance of Apartment:** Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.
- 7.6 **Use of Common Toilets:** Ensure that the domestic help/service providers visiting the Apartment, use only the common toilets and while so using, keep the common toilets clean and dry.
- 7.7 **Use of Spittoons/Dustbins:** Use the spittoons/dustbins located at various places in the Project.
- 7.8 **No Alteration:** Not alter, modify or in any manner change the- (1) elevation and exterior colour scheme of the Apartment and the Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment.
- 7.9 **No Structural Alteration and Prohibited Installations:** Not alter, modify or in any manner change the structure or any civil construction in the Apartment and the Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter/Developer/Association of Allottees coming to know of any change made by the Allottee then the Promoter/Developer/Association of Allottees shall be entitled to demolish the changes and restore the Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter/Developer/Association of Allottees shall be entitled

to demolish the changes and restore the Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

- 7.10 **No Air Conditioning without Permission:** Not to install any window air-conditioning units anywhere in the Apartment and to install Split or VRV make air-conditioners only in designated areas along with outdoor units as approved by Promoter/Developer.
- 7.11 **No Collapsible Gate:** Not to install any collapsible gate outside the main door/entrance of the Apartment.
- 7.12 **No Grills :** Not to install any grill on the balcony or verandah.
- 7.13 **No Sub-Division:** Not to sub-divide the Apartment and the Common Areas, under any circumstances.
- 7.14 **No Change of Name:** Not to change/alter/modify the name of the Project from that mentioned in this Agreement.
- 7.15 **No Nuisance and Disturbance:** Not to use the Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building /Complex and not to make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- 7.16 **No Storage:** Not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- 7.17 **No Obstruction to Promoter/Association:** Not to obstruct the Promoter/Developer/Association of Allottees in their acts relating to the common amenities and facilities and not to obstruct the Promoter/Developer in constructing on other portions of the Project/Complex and selling or granting rights to any person on any part of the Building.
- 7.18 **No Obstruction of Common Areas:** Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the Apartment.

- 7.19 **No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Promoter/Developer/Association of Allottees for the use of the common amenities and facilities.
- 7.20 **No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- 7.21 **No Injurious Activities:** Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the parking space, if any, the Building/Complex, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
- 7.22 **No Storing Hazardous Articles:** Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Apartment, the Common Areas, and the Building/Complex.
- 7.23 **No Signage:** Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the Apartment/Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.
- 7.24 **No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
- 7.25 **No Installing Generator:** Not to install or keep or run any generator in the Apartment.
- 7.26 **No Misuse of Water:** Not to misuse or permit to be misused the water supply to the Apartment.
- 7.27 **No Damage to Common Portions:** Not to damage the Common amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
- 7.28 **No Hanging Clothes:** Not to hang or cause to be hung clothes from the balconies of the Apartment.
- 7.29 **No Smoking in Public Places:** Not to smoke in public areas of the Building(s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose

them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

- 7.30 **No Plucking Flowers:** Not to pluck flowers or stems from the gardens.
- 7.31 **No Littering:** Not to throw or allow to be thrown litter in the Common Areas of the Building/Complex.
- 7.32 **No Trespassing:** Not to trespass or allow trespassers over lawns and green plants within the Common Areas.
- 7.33 **No Overloading Lifts:** Not to overload the passenger lifts and move goods only through the staircase of the Building.
- 7.34 **No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire.
- 7.35 **No Covering of Common Portions:** Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the Apartment.
- 7.36 **Pay Goods & Service Tax:** To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter/Developer/Association of Allottees in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.
- 7.37 **Stamp Duty And Registration Charges:** The Allottee shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.
- 7.38 **Nomination charges:** If prior to execution of the conveyance, the Allottee nominates his/her allotted apartment unto and in favour of any other person or persons in his/her place and stead, the Allottee may do so with the permission of the Promoter subject to payment of administrative charges @ 1% (One per cent) of the Total Consideration to the Promoter/Developer.

## 8. **Restrictions for curing defects by the Promoter/Developer:**

The Promoter/Developer shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the

Allottee taking over possession of the Apartment, the Promoter/Developer will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter/Developer will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter/Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter/Developer;

v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter/Developer shall get it rectified at its own cost;

vi) If the materials and fittings and fixtures provided by the Promoter/Developer are not being maintained by the Allottee or his/her agents in the manner in which same is required to be maintained;

vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter/Developer in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter/Developer and not amounting to poor workmanship or manufacture thereof.

viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

ix) The liability of the Promoter/Developer to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter/Developer AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee(s) and/or of/by the men, servants, contractors, agents personnel etc., of the Promoter/Developer and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Promoter/Developer of his/her/their/its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

x) Where the manufacturer warranty as shown by the Promoter/Developer to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Apartment and if the annual maintenance contracts are not done/renewed by the Allottee, the Promoter/Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Developer/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Project amenities and facilities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20\* C (Twenty Degree Centigrade) and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

xi) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter/Developer and without giving the Promoter/Developer 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/Developer shall be relieved of its obligations to make good of the same.

9. **No Right in Other Areas:**

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Second Phase and Project/Complex save and except the Apartment and the share in the Common Areas and facilities of the Second Phase and Project/Complex.

10. **INDEMNITY:**

The Allottee shall keep the Promoter/Developer indemnified of from and against all actions, proceedings, damage, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter/Developer/Association of Allottees relating to the Building/the Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

12. **Future Contingency and Covenant of Allottee:**

The Allottee agree that these terms and conditions for sale and transfer of the Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes/variations as the Promoter/Developer may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter/Developer keeping in mind any extent/proposed laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter/Developer in this regard as and when called upon by the Promoter/Developer without any claim demand demur or protest.

13. **Signage:**

The Promoter/Developer reserves unto itself the exclusive right to use and/or permitted to be used any space in the roof/common areas of the Project for the purpose of exhibiting any neon sign, signage or any other mode of advertisement.

14. **Jurisdiction:**

Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and signs on the day month and year first above written.

**SIGNED AND DELIVERED BY** Please affix  
**THE WITHIN NAMED OWNERS:** photograph and  
sign across the  
photograph

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

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

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

**SIGNED AND DELIVERED BY** Please affix  
**THE WITHIN NAMED** photograph and  
**ALLOTTEE:** (including joint sign across the  
buyers) photograph

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

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

**WITNESSES:**

1. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

**MEMO OF CONSIDERATION**

**R E C E I V E D** of and from the within named Allotee the within-mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being the part payment of the Total Price of the Apartment as per Memo below:

**MEMO OF CONSIDERATION**

<b>CHEQUE NO.</b>	<b>DATE</b>	<b>BANK/BRANCH</b>	<b>AMOUNT</b>
		<b>TOTAL</b>	<b>Rs. _____/-</b>

**(RUPEES \_\_\_\_\_ ONLY).**

\_\_\_\_\_  
**Promoter/Developer**