

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this day of Two Thousand and

By and Between

Saltee Buildcon Private Limited, (CIN: U45400WB2007PTC118981 and Income Tax PAN: AALCS6145A), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Room No. 664, 6th Floor, 32 Ezra Street, Kolkata - 700001 and corporate office at AE-40, Sector-1, Salt Lake City, Kolkata - 700064, represented by its authorised signatory [•] (Income Tax PAN: [•]), son of [•], by faith [•], by occupation [•], Citizen of India, residing at [•], P.O. [•], P.S. [•], hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and assigns) of the **One Part**:

And

Mr./Ms. [•], (Income Tax PAN: [•]), son/daughter/wife of [•], aged about [•] years, by faith [•], by occupation [•], Citizen of [•], residing at [•], P.O. [•], P.S. [•], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his/her heirs, executors, administrators, legal representatives and permitted assigns) of the **Other Part**.

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

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

WHEREAS:

- A. Unless, in this Agreement, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in the **Annexure “A”** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Promoter had purchased, *inter alia*, pieces and parcels of land admeasuring 1.29 acres comprised in Mouza Chandpur Chapagachi, within the jurisdiction of Police Station Rajarhat, District North 24 Parganas (“**Project Land**”), by way of several registered deeds of transfer/ conveyance as specified herein below:



Sl. No.	Date	Name of Seller	Registration Details	Purchased Area (in decimals)	Land Details
1.	30 November 2007	Hayat Box	Office of the District Sub-Registrar-II, North 24-Parganas, Barasat in Book No. I, Volume No. 18, Pages 6406 to 6426, Deed No. 09207 of 2007	15.60	Land admeasuring 07.40 decimal comprised in L.R. Plot No. 1332, land admeasuring 04.60 decimal comprised in L.R. Plot No. 1333, land admeasuring 01.20 decimal comprised in L.R. Plot No. 1334 and land admeasuring 2.40 decimal comprised in L.R. Plot No. 1335, L.R. Khatian No. 2223
2.	3 January 2008	Ali Box	Office of the District Sub-Registrar-II, North 24-Parganas, Barasat in Book No. I, Volume No. 2, Pages 8911 to 8923, Deed No. 01634 of 2008	33.60	Land admeasuring 07.40 decimal comprised in L.R. Plot No. 1332, land admeasuring 04.60 decimal comprised in L.R. Plot No. 1333, land admeasuring 01.20 decimal comprised in L.R. Plot No. 1334, land admeasuring 2.40 decimal comprised in L.R. Plot No. 1335, land admeasuring 9 decimal comprised in L.R. Plot No. 1330 and land admeasuring 9 decimal comprised in L.R. Plot No. 1331, L.R. Khatian No. 247/1
3.	3 January 2008	Ahayat Box	Office of the District Sub-Registrar-II, North 24-	15.60	Land admeasuring 07.40 decimal comprised in L.R. Plot No. 1332, land



Sl. No.	Date	Name of Seller	Registration Details	Purchased Area (in decimals)	Land Details
			Parganas, Barasat in Book No. I, Volume No. 2, Pages 8924 to 8935, Deed No. 01635 of 2008		admeasuring 04.60 decimal comprised in L.R. Plot No. 1333, land admeasuring 01.20 decimal comprised in L.R. Plot No. 1334 and land admeasuring 2.40 decimal comprised in L.R. Plot No. 1335, L.R. Khatian No. 293
4.	3 January 2008	Salma Box	Office of the District Sub-Registrar-II, North 24-Parganas, Barasat in Book No. I, Volume No. 2, Pages 8991 to 9001, Deed No. 01639 of 2008	18	Land admeasuring 9 decimal comprised in L.R. Plot No. 1330 and land admeasuring 9 decimal comprised in L.R. Plot No. 1331, L.R. Khatian No. 2015/2
5.	3 January 2008	Wahed Boksh	Office of the District Sub-Registrar-II, North 24-Parganas, Barasat in Book No. I, Volume No. 2, Pages 8936 to 8947, Deed No. 01636 of 2008	15.60	Land admeasuring 07.40 decimal comprised in L.R. Plot No. 1332, land admeasuring 04.60 decimal comprised in L.R. Plot No. 1333, land admeasuring 01.20 decimal comprised in L.R. Plot No. 1334 and land admeasuring 2.40 decimal comprised in L.R. Plot No. 1335, L.R. Khatian No. 406/1
6.	3 January 2008	Nur Box	Office of the District Sub-	15.60	Land admeasuring 07.40 decimal



Sl. No.	Date	Name of Seller	Registration Details	Purchased Area (in decimals)	Land Details
			Registrar-II, North 24-Parganas, Barasat in Book No. I, Volume No. 2, Pages 8979 to 8990, Deed No. 01638 of 2008		comprised in L.R. Plot No. 1332, land admeasuring 04.60 decimal comprised in L.R. Plot No. 1333, land admeasuring 01.20 decimal comprised in L.R. Plot No. 1334 and land admeasuring 2.40 decimal comprised in L.R. Plot No. 1335, L.R. Khatian No. 961/1
7.	1 August 2011	Sahid Ali Molla and Others	Office of the Additional District Sub-Registrar, Bidhannagar, North 24-Parganas, in Book No. I, Volume No. 16, Pages 6547 to 6564, Deed No. 08825 of 2011	8	Land admeasuring 8 decimal comprised in L.R. Plot No. 1333, L.R. Khatian Nos. 2398, 2397, 2399 and 1650
8.	4 August 2011	Marjina Bibi and Others	Office of the Additional District Sub-Registrar, Bidhannagar, North 24-Parganas, in Book No. I, Volume No. 16, Pages 10191 to 10208, Deed No. 09008 of 2011	7.5	Land admeasuring 7.5 decimal comprised in L.R. Plot No. 1333, L.R. Khatian Nos. 1453 and 1243
			Total	129.5	



- C. In the abovementioned manner, the Promoter has become the legal and beneficial owner of the Project Land, which is morefully described in the **First Schedule** hereunder written and delineated in colour Red in the **Plan A** annexed hereto.
- D. The Promoter, initially being desirous of constructing a ground plus four storied residential building on the Project Land comprising of several self-contained units and other facilities, had applied for and had received sanction of the building plans for the said building from the office of the Chandpur Gram Panchayat *vide* memo No. 533/Rht dated 31/10/2014.
- E. Upon receiving sanction of the aforesaid plans, the Promoter had commenced construction of the building at the Project Land on or about 10th August 2015.
- F. Thereafter, the Promoter, intending to offer residential solution to the senior citizens of the society, needed modification in the building plan, referred to in Recital D above. The Promoter, planning to construct a ground plus five storied building ("**Building**"), in which various portions of the ground floor are earmarked for several specialised users on chargeable basis and the upper floors thereof are intended primarily for residential use having residential apartments capable of being held and/or enjoyed independent of each other (collectively referred as "**Project**"), applied for and received sanction of the modified building plans for the Project from the Chandpur Gram Panchayat on 02/05/2019 on the basis of approval granted by the office of North 24 Parganas Zilla Parishad *vide* Memo No. 593/(N)Z.P. dated 27/03/2019 ("**Sanctioned Plan**").
- G. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.
- H. The Promoter has obtained sanction of various plans for the said Project from the Chandpur Gram Panchayat as mentioned hereinabove. The Promoter agrees and undertakes that it shall not make any changes to these plans save and except as permitted under the law or in strict compliance with section 14 of the Act and other applicable law.
- I. The Promoter has also registered the Project with the Authority (as defined hereinbelow) on [●] under Registration No. [●] and has procured the relevant registration certificate ("**Registration Certificate**") from the Authority in terms of the Act (as defined hereinbelow).
- J. The Promoter envisioned for construction and development of the Project proposed to be named as '**The Golden Mile**' on the said Project Land for providing retirement residential solution containing the following special terms and conditions:
- (i) The Resident or his/her spouse should be at least 50 (fifty) years in age at the time of taking possession of the Unit;



- (ii) The Resident and his/her spouse should not suffer from any contagious disease or chronic Alzheimer and should not be terminally ill or of unsound mind as on the Date of Possession of the Unit;
 - (iii) On allotment and possession of the Unit the Allottee shall be at liberty to let out or grant license of the Unit to anyone who fulfils the conditions mentioned in Clauses (i) and (ii) above; and
 - (iv) The children/grand-children or other relatives below the age of 50 years may stay with the Resident or his/her spouse or the tenant or the licensee, as the case may be, for a period of short duration limited to not more than 30 (thirty) days in a calendar year and any stay beyond such short duration would require prior written approval of the Service Provider.
- K. The Allottee, fully understanding that the Project is an independent and assisted living community project and subject to above special terms and conditions, approached the Promoter to purchase All That the Unit No. [●] having carpet area of [●] square feet, be the same a little more or less, on the [●] floor of the Building under construction at the Project Land ("Said Unit"), more particularly described in the **Second Schedule** hereunder on the terms and conditions agreed by and between the Parties herein.
- L. The Allottee has also accepted, confirmed and acknowledged that upon completion of the construction of the Said Unit and on and from the Date of Possession (as defined hereinafter) thereof, the Project (including the Said Unit) shall be maintained, managed and administered by an entity engaged by the Promoter for this purpose ("Service Provider"). It is also accepted, confirmed and acknowledged by the Allottee that the said Service Provider shall, either itself or by engaging any other entity, provide various senior living services to the allottees of the Project on chargeable or other basis. In order to give effect to the same, the Allottee shall enter into a Service Agreement (as defined hereinafter) with the said Service Provider and/or such other entity as may be nominated by the Service Provider.
- M. The Allottee has, prior to the Effective Date, examined the copy of the Registration Certificate and has also examined all the documents and information uploaded by the Promoter on the website of the Authority (as defined hereinafter) as required under the provisions of the Act and the rules and regulations framed thereunder and has fully satisfied himself about the validity and all other aspects thereof and agrees and covenants not to raise any objection with regard thereto. The Allottee has also viewed and verified the physical construction relating to the development of the Project, to his satisfaction.
- N. The Allottee has represented and warranted to the Promoter that the Allottee has the authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Allottee hereby undertakes that he shall abide by all laws, rules, regulations,



notifications and terms and shall be liable for defaults and/or breaches of any of the conditions, rules or regulations as may be applicable to the Project and the Said Unit.

- O. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- P. 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.
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Unit as described in the **Second Schedule** hereunder written.

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

1 TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Unit as described in the **Second Schedule** hereunder written.
- 1.2 The Total Price payable for the Said Unit based on the carpet area is INR [●] (Indian Rupees [●]) only ("Total Price") - break-up whereof is as follows:

Particular		Amount (Rs.)
(1)	Unit No. on the floor of the building under construction having carpet area of square feet @ Rs. per square feet	
(2)	PLC	
(3)	Consolidated Price without GST (in Rupees)	
(4)	Add: GST	
	Less: Discount on account of GST input credit	
	Total Price:	
(Rupees) only		

Explanations:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Said Unit;



- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which are presently levied, in connection with the development of the Project payable by the Promoter, by whatever name called) up to the Date of Possession in case of the Said Unit, and upto the date of handing over the Common Areas and Installations to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any additional or new taxes or any upward revision in the GST (from the level applicable on the date of execution of this Agreement), such additional or new taxes or any change/ modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such additional or new taxes or any change/ modification in the taxes;

Provided further that if there is any increase in the taxes after the expiry of the Completion Date, the same shall not be charged from the Allottee. However, in case of any increase in stamp duty or incurrence of additional charges payable due to delay in execution and registration of the Conveyance Deed without any fault of the Promoter, the Allottee shall be required to indemnify the Promoter against any such loss incurred or suffered due to such delay in execution of the Conveyance Deed;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amounts payable as stated in the Payment Plan and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- (iv) The Total Price includes recovery of price of land (proportionate share), construction of not only the Said Unit but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications (as described in **Schedule C** below) to be provided within the Said Unit and the Project.

1.3. **Additional Costs and Charges:** In addition to the Total Price mentioned hereinabove, the Allottee shall also pay the following amounts (hereinafter collectively referred as “**Additional Cost and Charges**”) with the GST, as applicable thereon, to the Promoter and the same shall be payable by the Allottee as mentioned in **Part II of the Third Schedule (Payment Plan)** of this Agreement:

- (i) **Electrical Connection Charges:** The Allottee shall pay all the costs,



charges and expenses as well as the security deposit for arranging electrical connection from the electricity supply authority (including proportionate cost and expenses incurred by the Promoter for installation of transformer, power sub-station etc., if required) as may be charged by the electricity supply authority for providing electric connection for the Said Unit in the name of the Allottee. In case electricity supply authority fails to provide individual meters to the Allottees and makes provision for a High Tension or Bulk supply, the Promoter shall provide sub-meters to the Allottees upon payment of the proportionate amount of all the costs, charges and expenses for arranging the electrical connection and security deposit payable for such connection. The exact amount recoverable from the Allottee will be intimated in due course. The Promoter shall be in no way responsible if the supply of electricity is hindered and/or delayed due to the acts of electricity supply authority and/or other authorities or for reasons beyond control.

- (ii) **Stamp Duty and Registration Costs:** Stamp duty, registration fees and other charges together with fixed miscellaneous expenses of Rs. [●] (Rupees [●]) only for every instance of registration and all other fees and charges, if any, that may be incurred during the registration process in respect of this Agreement and all other documents to be executed in pursuance hereof including the Conveyance Deed in respect of the Said Unit in favour of the Allottee and the undivided proportionate title in the Common Areas and Installations (including undivided proportionate share in the Project Land) in terms of the Act in favour of the Association of Allottees or the competent authority, as the case may be, shall be paid by the Allottee within 7 (seven) days of demand being made by the Promoter in writing, in this regard. The Allottee is fully aware that stamp duty on this Agreement is payable on ad-valorem basis on the market value of the Said Unit and the Allottee is bound to register this Agreement, failure to do so will be construed as default on part of the Allottee.
- (iii) **Legal Fees:** In addition to the above, Allottee shall bear and pay a consolidated sum of Rs. [●] (Rupees [●]) only plus applicable taxes thereon to the Advocate nominated by the Promoter towards the professional fees for preparation of this Agreement and the deed of conveyance/ transfer to be executed in pursuance hereof – out of which one-half shall be paid by the Allottee at or before execution hereof and the balance half shall be paid within the time period specified in the notice to take possession of the Said Unit or actual date of possession, whichever is earlier.

- 1.4. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes



and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

- 1.5. The Allottee shall make the payment as per the payment plan set out in **Part-I of the Third Schedule** hereunder written ("**Payment Plan**").
- 1.6. It is agreed that the Promoter shall not make any addition and/ or alteration in the sanctioned plans, layout plans, specifications (as described in the **Sixth Schedule** below) and the nature of common installations (as described in **Part-II of the Fourth Schedule** below) (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Said Unit, Building and/or Project, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may (without being obliged) make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area of the Said Unit, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Part I of the Third Schedule** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8. Subject to Clause 9.3 below, the Promoter agrees and acknowledges that the Allottee shall have the right to the Said Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Said Unit;
 - (ii) The Allottee shall also have right of usage the Common Areas and Installations that may be transferred to the Association of Allottees in accordance with the provisions of the Act. Since the share/interest of



Allottee in the Common Areas and Installations is undivided and cannot be divided or separated, the Allottee shall use the Common Areas and Installations along with other residents, maintenance staff, Promoter and all persons permitted by the Promoter, etc., without causing any inconvenience or hindrance to any of them. It is clarified that the Promoter shall handover possession of the Common Areas and Installations to the Association of Allottees after duly obtaining the completion certificate from the competent authority, as provided in the Act; further, right of the Allottee to use the Common Areas and Installations and facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time;

- (iii) That the computation of the price of the Said Unit includes recovery of price of Project Land (proportionate share), construction of not only the Said Unit but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project, which is specified in the **Sixth Schedule** and the **Seventh Schedule** to this Agreement;
- (iv) The Allottee has the right to visit the Project site (during working hours of the Promoter) to assess the extent of development of the Project and his Said Unit, as the case may be, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

1.9. It is made clear by the Promoter and the Allottee agrees that the Said Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is a senior living project and is not a part of any other project or zone and shall not form a part of and/or linked or combined with any other project in its vicinity or otherwise, except for the purpose of integration of infrastructure for the benefit of the allottees or residents of this Project as well as of any extension thereof in the adjoining land. It is clarified that the Project's infrastructure, facilities and amenities shall be available only for use and enjoyment of the allottees of this Project and any extension thereof. In the event of any extension of the Project, the allottees of the extended portion of the Project shall be liable to make payment of the proportionate maintenance charges for the use of the Common Areas and Installations as well as the other facilities and/or amenities as may be provided by the Promoter.

1.10. The Promoter agrees to pay all outgoings or obtain NOC before transferring the physical possession of the Said Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan, if availed by the Promoter, and interest on mortgages or other



encumbrances to the extent of the Said Unit and such other liabilities payable to competent authorities, banks and financial institutions, which are pertaining to the Said Unit and within the scope of the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon pertaining to the Said Unit (which are within the scope of the Promoter) before transferring the Said Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11. The Allottee has paid a sum equivalent to 10% of the Total Price as booking amount (hereinafter referred to as the "**Booking Amount**"), same being part payment towards the Total Price of the Said Unit which includes token amount/any advances paid at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the Payment Plan (**Part-I of the Third Schedule** hereunder written) as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable as per the Payment Plan, consequences as mentioned in Clause 9.4 shall follow.

2. **MODE OF PAYMENT:**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the Allottee shall pay to the Promoter, the Total Price mentioned in Clause 1.2 above, in the manner and within the stipulated time as specified in the Payment Plan mentioned in **Part-I of the Third Schedule** hereunder written through A/c payee cheque/demand draft/pay order/wire transfer/RTGS/ NEFT or online payment (as applicable) drawn in favour of "[●]" payable at Kolkata.
- 2.2 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall pay to the Promoter, the Additional Cost and Charges mentioned in Clause 1.3 above, in the manner mentioned in **Part-II of the Third Schedule** hereunder written through A/c payee cheque/demand draft/pay order/wire transfer/RTGS/ NEFT or online payment (as applicable) in favour of "[●]", [●], [●] Branch, Kolkata, Account No: [●], IFSC Code: [●].
- 2.3 The Promoter shall be entitled to securitise the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/ Rules, in favour of any banks/ financial institutions and shall also be entitled to transfer and assign to any banks/ financial institutions the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the



Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

- 2.4 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the bank/ financial institution **Subject However** that such bank/ financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.
- 2.5 Timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of this contract. In the event the Allottee fails to make payment of any amount towards the Total Price and Additional Cost and Charges which has become payable in terms of the Payment Plan mentioned in the **Third Schedule** hereunder written, consequences as mentioned in Clause 9.4 shall follow.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment for acquisition/ sale/ transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter



immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the allotment of the Said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Unit to the Allottee and the common areas to the association of allottees, upon its formation and registration.

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities (as described in the Third Schedule, Fourth Schedule, Sixth Schedule and Seventh Schedule to this Agreement) which has been approved by the competent authority

6. CONSTRUCTION OF THE APARTMENT:

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



of materials and specifications as set out in the Sixth Schedule of this Agreement.

7. POSSESSION OF THE SAID UNIT:

7.1. **Schedule for possession of the Said Unit:** The Promoter agrees and understands that timely delivery of possession of the Said Unit to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. Subject to receipt of the entire amount due as on that date as per the Payment Plan, the Promoter assures to make the Said Unit habitable along with ready and complete Common Areas and Installations (described in the Fourth Schedule hereunder) with all specifications (as described in the Sixth Schedule hereunder) in place on or before [●] ("**Completion Date**"), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or any other circumstances as may be prescribed under the Act ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Unit.

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

However, if the Said Unit is made ready prior to the Completion Date, the Allottee undertakes and covenants not to make or raise any objection to the consequent pre-ponement of his/her payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked *inter alia* to the progress of construction, and the same is not a time linked plan.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas (including the Project Land) or any part thereof are required and to be transferred to the Association of Allottees, then the Promoter shall be entitled to do so and the Allottee shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other



expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the allottees of the Project (including the Allottee herein) proportionately and the Promoter shall not be liable therefor in any manner whatsoever and the Allottee and the other allottees shall keep the Promoter fully indemnified with regard thereto.

7.2. Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate or completion certificate whichever be applicable, from the competent authority in respect of the Project or such part of the Project which comprises the Said Unit, shall offer in writing the possession of the Said Unit, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate ("**Date of Possession**") **Subject To** the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy / completion certificate subject to the Allottee making payment on account of stamp duty, registration fee, etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Said Unit to the Allottee nor to execute or cause to be executed any deed of conveyance or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree to pay the applicable maintenance charges, utility charges and the municipal and/or local body rates, taxes, cess etc. in respect of the Said Unit as determined by the Service Providers/ Association of Allottees, as the case may be, after the issuance of the completion certificate for the Project. The Promoter shall handover the photocopy of the occupancy certificate/completion certificate of the apartment to the Allottee at the time of conveyance of the same.

7.2.1 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.

7.3. Failure of Allottee to take Possession of Said Unit: Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Unit to the allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2 such



Allottee shall be deemed to have taken possession of the Said Unit on the Date of Possession specified in Clause 7.2 and shall continue to be liable to pay maintenance charges and all other outgoings as specified in Clause 7.2 with effect from the said Deemed Date of Possession.

7.3.1 Further, in case the Allottee fails or neglects to take possession of the Said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges at the rate of INR [●] per square feet of Carpet Area of the Said Unit per month (“**Holding Charge**”), plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

7.4. **Possession by the Allottee:** After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the Units to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees upon its formation and registration;

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of Allottees upon its formation and registration within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entirety of the Booking Amount paid for the allotment (i.e. a sum equivalent to 10% (ten percent) of the Total Price) plus any taxes that may have been applicable and accrued up to such period. Upon execution and registration of the deed of cancellation in respect of the Said Unit and upon resale of the Said Unit i.e. upon the Promoter subsequently selling and transferring the Said Unit to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the Booking Amount (as aforesaid), refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Unit to another buyer and the purchase price of the Allottee, if the current sale price is less than the purchase price of the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.



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

Any payment/refund made to the Allottee shall be conclusive evidence of the discharge of liabilities on the part of the Promoter or its assignees. Termination/cancellation of this Agreement as provided in the various clauses hereinabove, shall be conclusive when payment is made to the Allottee on execution and registration of the relevant deed of cancellation. However, in case the Allottee has borrowed funds from a bank for purchasing the Said Unit, such payment/refund shall be made to the lending bank account as per the details provided by the Allottee.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Said Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title of the Project Land; the requisite rights to carry out development upon the Project Land and absolute, physical possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent



- authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land or the Project;
 - (iv) There are no litigations pending before any court of law or authority with respect to the Project Land, Project, or the Said Unit;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Said Unit are valid and subsisting and have been obtained by following due process or law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the development of the Project, Project Land and the Said Unit and Common Areas;
 - (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
 - (viii) The Promoter confirms that it is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the Common Areas and Installations to the Association of Allottees or the competent authority, as the case may be, as prescribed in Clause 7 above;
 - (x) The Project 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 Project Land.
 - (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the Date of Possession; and
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:



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

- (i) Promoter fails to provide ready to move in possession of the Said Unit to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications (as specified in Sixth Schedule of this Agreement) and for which occupation certificate or completion certificate (which may be partial), whichever be applicable, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

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

- 9.3.1 Failure of the Allottee to make payment of the Total Price and/or any other charges payable by the Allottee including Additional Cost and Charges, under this Agreement or any part thereof within the due dates specified herein;
- 9.3.2 Breach by the Allottee of any of the terms of the Agreement, or any other document;



9.3.3 Failure to execute the Service Agreement.

9.4. In case of default by the Allottee as specified in Clause 9.3 above, the below mentioned consequences shall follow:

9.4.1 In case of default by the Allottee as specified in Clause 9.3.1, the Allottee shall be liable to pay interest on the unpaid amount at the rate prescribed in the Rules, within forty-five days of such due date along with such unpaid amount, to the Promoter. In case such failure to pay on the part of the Allottee continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall be eligible to cancel the allotment of the Said Unit in favour of the Allottee by a written intimation to the Allottee, and refund the amount paid to the Promoter by the Allottee within forty-five days, after deducting the Booking Amount plus applicable GST payable thereon and the interest liabilities on the unpaid amount till such date. The Promoter shall intimate the Allottee at least thirty days prior to such termination. This Agreement shall thereupon stand terminated. In the event of such cancellation, the Allottee will have no right, title, lien, claim or demand whatsoever in respect of the Said Unit.

9.4.2 In case of default by the Allottee as specified in Clause 9.3.2 or Clause 9.3.3, the Promoter may cancel this Agreement and the allotment of the Said Unit after giving prior written notice of thirty days to the Allottee to rectify the same or execute the Service Agreement. In case of failure on the part of the Allottee to rectify such breach or execute the Service Agreement within the time specified, the Promoter may cancel this Agreement and the said allotment, and issue refund of such amount as was paid by the Allottee till the date of such breach, after deduction of the Booking Amount plus applicable GST payable thereon, without any interest or compensation. Allottee shall have the right to claim such refund with effect from the date of transfer of the Said Unit to an alternative allottee by the Promoter.

9.4.3 It is clarified that in case of refund specified in Clause 9.4.1 or Clause 9.4.2 above, all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

9.5. Upon termination of this Agreement, the Allottee shall neither be entitled to claim any right, title and interest, either equitable or otherwise, over and in respect of the Said Unit and/or the Project Land or any part or portion thereof nor shall be entitled to claim any charge on the Said Unit, the Project Land and/or any part or



portion thereof in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Allottee.

- 9.6. Any payment/refund made to the Allottee shall be conclusive evidence of the discharge of liabilities on the part of the Promoter or its assignees. However, in case the Allottee has borrowed funds from a bank for purchasing the Said Unit, such payment/refund shall be made to the lending bank account as per the details provided by the Allottee.

10. CONVEYANCE OF THE SAID APARTMENT:

- 10.1. The Promoter on receipt of Total Price of the Said Unit as per Clause 1.2 together with Additional Cost and Charges as per Clause 1.3 under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed, as may be drafted by the Advocate appointed by the Promoter, and convey the title of the Said Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate or completion certificate (as applicable), 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 within 3 (three) months from the date of issue of occupancy certificate / completion certificate, whichever be applicable. However, the Promoter may require execution of the conveyance deed in favour of the Allottee simultaneously with the delivery of possession of the Said Unit to the Allottee and the Promoter shall not be obliged to deliver possession of the Said Unit to the Allottee unless the Allottee executes and/or is ready and willing to execute and register the conveyance deed simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty, registration charges and other incidental expenses within the period mentioned in the notice, the Allottee authorized the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty, registration charges and other incidental expenses is made by the Allottee to the Promoter. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

- 10.2. The Promoter has agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the Said Unit for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association of Allottees and the same shall be conveyed in favour of the Association of Allottees as part of the Said Unit, to which the Allottee hereby agrees.



10.3. It is expressly agreed and made clear that in case the laws for the time being in force require the transfer of the Common Areas and Installations to be carried out in favour of the Association of Allottees or else, then the deed of conveyance in respect of the Said Unit shall be so executed and registered by the Promoter in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the same by the the Service Provider and/or such other entity appointed by the Service Provider upon the issuance of the completion certificate of the Project.

12. DEFECT LIABILITY:

12.1 It is agreed that, in case the Allottee is aggrieved by any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development, the same shall be brought to the notice of the Promoter by a written notice, within a period of 5 (five) years from the Date of Possession. Upon receipt of any such notice, the Promoter shall refer the same to an independent engineer for inspection within a period of 15 (fifteen) days from the receipt of such notice. Based on the report of the said independent engineer, if it is determined that there exists any such defect(s), it shall be the duty of the Promoter to rectify the same without further charge, within 30 (thirty) days from the date of such report. However, based on the report of the said independent engineer, if it is determined that there exists no such defect(s), the Allottee shall be liable to bear the expenses incurred for undertaking such inspection and preparation of the report by the said independent engineer. In case of any dispute between the Parties regarding the existence and/or onus of rectification of any such defect, the same shall be resolved in accordance with the dispute resolution mechanism specified in Clause 33 of this Agreement.

12.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee and/or the Resident, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of such defect, alters the state and condition of the area of the such defect, then the Promoter shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

12.3 It is clarified that the above responsibility of the Promoter shall not cover defects, damages or malfunction due to (i) misuse, (ii) unauthorized modifications or repairs done by the Allottees or the Association, (iii) cases of force majeure, (iv)



failure to maintain the amenities and installations, (v) normal wear and tear, (vi) accident and (vii) negligent use.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottees ends before the defect liability period and such warranties are covered under the maintenance of the Said Unit / Building and if the annual maintenance contracts are not done/ renewed by the Allottees, the Promoter 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 vendors/ manufacturers/ suppliers 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 for both the Said Unit and the Common Areas and Installations, wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Said Unit and the Building excludes minor hairline cracks on the external and internal walls which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter and/or the Service Provider and/or such other entity appointed by the Service Provider shall have rights of unrestricted access of all Common Areas and Installations for providing necessary maintenance services and the Allottee agrees to permit the Service Provider and/or such other entity to enter into the Said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Service Areas: The service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever and the same shall be reserved for use by the Service Provider for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation



areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ nameplate, 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 Said Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Unit.
- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or the Service Provider. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively 'Covenants'), described in the **Fifth Schedule** hereunder.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Said Unit and/or the Building 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 Unit.

However, for obtaining financial assistance and/or loans from banks, financial institutions, NBFCs and other lenders, the Promoter shall be at liberty to create mortgages and/or charges in respect of the Project Land and the building under construction thereat or any part thereof, and the Allottee hereby consents to the same **Provided However That** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the Said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the Said Unit free of all such mortgages and charges created by the Promoter.

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

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the laws pertaining to apartment ownership.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures 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 registrar's office as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the allotment of the Said Unit may be cancelled by the Promoter 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 and annexure, 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 Unit.



22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (as described in the **Third Schedule** hereunder) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees.

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in Project, the same shall be the proportion which the



carpet area of the Said Unit bears to the total carpet area of all the Units in the Project; **Provided That** where it refers to share of the allottees in the rates and/or taxes then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area, rental income, consideration or user then the same shall be determined on the basis of the area, rental income, consideration or user thereof).

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Parties at the Promoter's corporate office mentioned hereinbefore. After the Agreement is duly executed by the Parties or simultaneously with the execution of the said Agreement, it shall be registered at the office of the concerned registering authority at the office of the Registrar of Assurances at Kolkata or the District Sub-Registrar, North 24-Parganas at Barasat or the ADSR, Bidhannagar or at the corporate office/ designated place of the Promoter in case of commissioning, as decided by the Promoter. Hence, this Agreement shall be deemed to have been executed at the Promoter's corporate office at Bidhannagar (Salt Lake City), Kolkata - 700064.

29. NOTICES:

Any notice or communication which may be or is required to be given under this Agreement shall be addressed to the addressee as given in the title to the instant Agreement and shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the intended Party; (ii) if sent by Registered Post / Speed Post, within 72 (seventy two) hours of being sent. It shall be the duty of the Parties to inform each other of any change in address subsequent to the execution of this Agreement by Registered Post/ Speed Post, failing which all communications and letters posted at the aforementioned address shall be deemed to have been received by the other Party, as the case may be.

30. JOINT ALLOTTEES:

In case there are joint or multiple Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the



Allottees.

If there are more than one allottee for one unit, then all such Allottees will be jointly and/or severally liable for due compliance and performance of the terms, conditions, covenants and obligations specified in this Agreement. Not more than two applicants can apply jointly for a Unit.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Said Unit, prior to the execution and registration of this Agreement, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the Rules or the Regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Arbitrator shall decide the procedure and type of award (speaking or non-speaking). The venue shall be Kolkata and the language shall be English.

OTHER PROVISIONS:

34. PROJECT FOR THE SENIOR LIVING:

34.1 The Allottee confirms, accepts and assures that since the Project is being developed and constructed by the Promoter mainly with the intention of providing residential solution to the senior citizens of the society, the Allottee shall abide by the following terms at all times:

- (i) The Resident or his/her spouse should be at least 50 (fifty) years in age at the time of taking possession of the Said Unit;
- (ii) The Resident and his/her spouse should not suffer from any contagious disease or chronic Alzheimer and should not be terminally ill or of unsound mind as on the Date of Possession of the Said Unit;



- (iii) The children/grand-children or other relatives below the age of 50 years may stay with the Resident or his/her spouse or the tenant or the licensee, as the case may be, for a period of short duration limited to not more than 30 (thirty) days in a calendar year and any stay beyond such short duration would require prior written approval of the Service Provider.
- 34.2 The Said Unit hereby agreed to be purchased by the Allottee is intended and shall be used for permissible residential purposes only of the Senior citizen as laid out in Clause 34.1 hereinabove and the Allottee undertakes that the Said Unit shall not be used by the Allottee for any other purpose whatsoever.
- 34.3 In the event, at the time of handing over possession, if it is found that the Resident nominated by the Allottee does not fulfil the conditions specified in Clause 34.1 above, then the said Resident, so nominated by the Allottee, shall be forthwith evicted from the Said Unit and the Allottee shall be required to grant lease or license of the Said Unit to such Resident who fulfils the criteria mentioned in Clause 34.1 above, either by itself or through the Promoter.
- 34.4 The Allottee agrees and admits that it shall be lawful for the Promoter to debar or prohibit entry of the Allottee or any person claiming through the Allottee to the Said Unit in case the Allottee or any person claiming through him/her does not fulfil the special conditions mentioned in Clause No. 34.1 hereinabove and/or in breach of any of the framed rules and/or guidelines.

35. TRANSFER AND TRANSMISSION

35.1 Transfer Restriction

35.1.1 **Prior to execution and registration of Conveyance Deed:** The Allottee shall not be permitted to transfer/ assign his allotted Unit for a period of 6 (six) months from date of execution of Agreement of Sale. Subsequent to the expiry of the aforesaid 6 (six) months period, in the event that an Allottee, proposes to transfer his right of allotment under this Agreement in favour of any other person ("Transferee"), such Allottee shall be required to apply in writing for the Promoter's approval for the proposed transfer providing all details of the proposed Transferee. The said Transferee must fulfil the following conditions:

- (i) On and from the Date of Possession of the Said Unit, the Resident nominated by such Transferee or his/her spouse should be at least 50 (fifty) years in age;
- (ii) The Resident nominated by such Transferee or his/her spouse should not suffer from any contagious disease or chronic Alzheimer and are not terminally ill or of unsound mind as on the Date of Possession of the Said Unit.



The Promoter may in its discretion, provide its approval in writing, if it is satisfied about the credibility of the proposed Transferee. The Allottee may transfer his right of allotment in favour of the Transferee upon receipt of such approval and after the payment of: (a) [●] % (*in words*) of the higher of Total Price or market value as assessed by the office of the concerned Sub-Registry for valuation of stamp duty; or (b) INR [●] (Indian Rupees [●]) only, whichever is higher, as administrative charge to the Promoter. GST and/or other taxes shall be charged upon the transfer charge and/or any other administrative charge, as may be applicable to such transaction. The said transfer shall take place only through a registered instrument giving effect to such transfer.

35.1.2 After execution and registration of the Conveyance Deed: Any transfer of the Said Unit, after the execution and registration of the Conveyance Deed, shall be permissible provided the following conditions are fulfilled:

- (i) On and from the time of taking possession of the Said Unit, the proposed Resident nominated by such Transferee or his/her spouse should be at least 50 (fifty) years in age;
- (ii) The proposed Resident nominated by such Transferee or his/her spouse should not suffer from any contagious disease or chronic Alzheimer and are not terminally ill or of unsound mind at the time of taking possession of the Said Unit; and
- (iii) No-dues certificate has been obtained from the Service Provider and/or such other entity appointed by the Service Provider with regard to any outgoings pending in respect of the Said Unit in terms of this Agreement and/ or the Conveyance Deed and/ or the Service Agreement.

In the event of failure to obtain such no-dues certificate by the Allottee, the entire amount due from the Allottee shall be recoverable from the proposed transferee. The Allottee shall also ensure that similar provision requiring obtaining no-dues certificate and payment of transfer charges be incorporated in any conveyance deed in relation to the Said Unit.

In the event the Conveyance Deed remains unregistered, any subsequent transfer of the Said Unit in favour of another entity can only be made by way of a tri-partite agreement, with the Promoter being a signatory to such agreement. However, transfer by way of a tri-partite agreement would not be required in relation to the Said Unit, for which registration process has been duly completed.

35.1.3 Upon transfer of the Said Unit, the transferee shall be bound by all the obligations of the original Allottee in relation to the ownership of the Said



Unit as mentioned in this Agreement and in the Service Agreement. Further, all taxes arising out of such transfer shall be borne by the new transferee and the Promoter shall be indemnified by such new transferee for such tax consequences.

35.1.4 It is hereby clarified that after execution and registration of the Conveyance Deed, the Allottee and/ or any valid transferee of such Allottee in terms of this Agreement, shall be entitled to grant lease or license in respect of the Said Unit to any other person provided such person(s) fulfils the following conditions:

- (i) The said person or his/her spouse should be at least 50 (fifty) years in age at the time of taking possession of the Said Unit;
- (ii) The said person or his/her spouse should not suffer from any contagious disease or chronic Alzheimer and are not terminally ill or of unsound mind at the time of taking possession of the Said Unit;
- (iii) The said person shall have to agree to abide by all applicable terms and conditions of the Service Agreement including usage restrictions specified therein.

35.1.5 It is clearly understood and so agreed by the Allottee that all the provisions contained herein and the obligations arising hereunder in respect of the Said Unit shall equally be applicable to and enforceable against any and all future transferees/ assignees of the Said Unit.

35.2 Transmission:

35.2.1 Subject to the provisions of Clause 35.2.4 below, in the event of demise of the Allottee prior to the execution of the Conveyance Deed, the right of the Said Unit shall devolve upon the nominee or nominees as may be nominated by the Allottee. Further, the nominee will be required to continue timely payment of all instalments due with respect to the Said Unit and other charges to the Promoter and perform all obligations which had to be otherwise discharged by the Allottee had he not been deceased. Such nominee shall pursuant to the death of the Allottee, be deemed to be the Allottee in relation to the Said Unit and all provisions set out herein and in the Service Agreement, shall be applicable to such nominee. In the event that such nominee does not adhere to the provisions of the Agreement or fails to pay all requisite amounts, the Promoter shall have the right to cancel such allotment and allot the Said Unit to any other entity and the nominee shall not have any right, claim or lien over the Said Unit.

However, the rights of the nominee mentioned above will be subject to any order for or declaration of legal heirs of the deceased Allottee by a court of law and the nominee shall be deemed to be holding the Said Unit or the refund, as the case may be, in trust for such legal heir declared by the court.



35.2.2 Subject to the provisions of Clause 35.2.4 below, in the event that the Allottee dies without nomination, then the legal heirs of the Allottee will be required to obtain appropriate documents from a court of law subsequent to which the Conveyance Deed will be executed and registered by the Promoter in favour of such legal heirs. Such legal heirs of the Allottee shall pursuant to the death of the Allottee, be deemed to be the Allottee in relation to the Said Unit and all provisions set out herein and in the Service Agreement, shall be applicable to such legal heir. In case of joint Allottees, the Conveyance Deed will not be executed or registered, as the case may be, until such legal document is obtained from court in respect of the Allottee who has expired. For the avoidance of doubt, it is hereby clarified that in the event the legal heirs of the Allottee fail to adhere to the payment obligations as stipulated herein, the Promoter shall have the right at its sole discretion to cancel the allotment.

35.2.3 Any and all cost incurred for effecting such transmission shall be entirely borne by the nominee or the legal heir of the Allottee, as the case may be, along with such charges, as may be fixed by the Promoter, from time to time.

35.2.4 Notwithstanding anything contained in this Clause 35.2 above, such nominee(s) / legal heir(s) of the Allottee shall have to fulfil the following conditions:

- (i) The said nominee(s) / legal heir(s) of the Allottee or his/her spouse should be at least 50 (fifty) years in age at the time of taking possession of the Said Unit; and
- (ii) The said nominee(s) / legal heir(s) of the Allottee or his/her spouse should not suffer from any contagious disease or chronic Alzheimer and are not terminally ill or of unsound mind at the time of taking possession of the Said Unit.

In the event, the nominee(s) / legal heir(s) of the Allottee fails to fulfil the conditions specified in Clause 35.2.4 (i) and Clause 35.2.4 (ii) above, then within [●] days of acquiring the right, title and interest of the Allottee in respect of the Said Unit, such nominee(s) / legal heir(s) of the Allottee must arrange to sell or grant lease or license of the Said Unit to individuals who fulfil the following conditions:

- (i) The proposed lessee or licensee or his/her spouse should be at least 50 (fifty) years in age at the time of taking possession of the Said Unit;
- (ii) The proposed lessee or licensee or his/her spouse should not suffer from any contagious disease or chronic Alzheimer and are not terminally ill or of unsound mind at the time of entering into such lease or license agreement.

36. INDEMNITY:



- 36.1 The Allottee indemnifies and agrees to keep the Promoter saved, harmless and indemnified of, from and against any loss or damage the Promoter may suffer as a result of non-payment, non-observance or non-performance by the Allottee of the Allottee's Covenants and/or by any act of Allottee and/or any of the terms contained in this Agreement and Applicable Laws.
- 36.2 Further, Allottee also expressly agrees to indemnify the Promoter, if there is any levy of taxes, charges or fees by any government agency or competent authority, retrospectively or by virtue of any new interpretation of law by competent courts etc. which was not claimed/ included in the Schedule of Payment specifically.

37. MISCELANEOUS

- 37.1 The Allottee confirms, accepts and assures the Promoter that notwithstanding anything contained in this Agreement, it is clearly understood by the Allottee that the right, title and interest of the Allottee is confined only to the Said Unit and the Promoter is entitled to sell, transfer and/or otherwise dispose off all other portions of the said Building/ Project to any or more third party at the sole discretion of the Promoter, to which the Allottee under no circumstances shall be entitled to raise any objection and waive his/her/its right to do so.
- 37.2 The Allottee confirms to participate towards formation of the Association of Allottees, which may be a Committee, Body, Society, Company or Association (may either be under the West Bengal Societies Registration Act 1961 or the Companies Act, 2013 or the West Bengal Apartment Ownership Act, 1972), within a period of 90 (ninety) days from the date of registration of the Conveyance Deed or at any time prior thereto. In case of failure to do so, the Allottee agrees to compensate for any loss suffered by the Promoter for the formation of the Association of Allottees.
- 37.3 The Allottee confirms that in order to preserve ambience, hygiene, efficient control and management of the Project, the Promoter and/ or the Service Provider shall be entitled to frame rules relating to the use and enjoyment of the Said Unit, Building, Common Areas and Installations or the Project in general.
- 37.4 The Parties agree, accept and confirm that the Allottee's Covenants ("**Allottee's Covenants**") and Promoter's Covenants ("**Promoter's Covenants**") (collectively "**Covenants**" as described in the **Fifth Schedule** hereunder) shall bind them and their successors-in-title or interest and this Agreement is based on the undertaking that the Allottee's Covenants and Promoter's Covenants shall be strictly performed by the Allottee and the Promoter, respectively.
- 37.5 The Allottee further agrees not to undertake any addition/alteration in the common areas or in the Said Unit, whether individually or as part of the



Association of Allottees, without the prior written permission from Promoter or their assignees.

37.6 **Rights of Promoter:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:

- (a) The Promoter shall have the right to grant to any person the exclusive right to park car in or at the car parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Building at the Project Land in such manner as the Promoter shall in their absolute discretion think fit and proper;
- (b) The proportionate share of the Allottee in various matters referred herein shall be such as be determined by the Promoter and the Allottee shall accept the same notwithstanding there being minor variations therein for the sake of convenience;
- (c) Save the Said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Project and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter, in its absolute discretion, shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively;
- (d) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to all future horizontal and vertical exploitation of the Building/ Project at the said Project Land, including by way of raising further storey or stories on the roof for the time being of the Building, and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Project viz. lifts, water, electricity, sewerage, drainage, etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the proportionate share of the Allottee in the Project Land and also in the Common Areas And Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be



subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter;

- (e) It is expressly agreed understood and clarified that the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or allottees of any adjoining properties (including those in which the Promoter or any of its associate/ group company may already have interest) on such terms as be agreed by and between the Promoter and the owners of such adjoining properties. In such event, such additional land added on to the Project Land (hereinafter for the sake of brevity referred to as the "Enlarged Property Under Development") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the Common Areas And Installations may stand varied owing to such additional land/ development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter;
- (f) The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/ occupiers of any other property adjoining / contiguous to the Project Land thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas and Installations and other facilities in the Project in lieu/exchange of such owners/ occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said premises of the common areas, installations and other facilities comprised in such adjoining/ contiguous property.

37.7 The Allottee doth hereby acknowledge that the Promoter shall be perpetually entitled to use the elevation, common parts of the Project, the Common Areas and Installations as also the open spaces, boundary walls etc. for the purpose of advertising, exhibiting and displaying any neon sign board, signage, brand, logo etc.



- 37.8 The Allottee confirms, accepts and assures that the Unit/ covered constructed area comprising entirety of the ground floor (except the area for entrance and lift lobby) and some other portions (except the residential units) in upper floors of the said Building intended for the time being by the Promoter for several specialised users on chargeable basis will remain under the control and possession of the Promoter with rights and authority to deal with the same exclusively and the same shall not form part of the Common Areas and Installations. The Promoter shall have the right to sell, transfer, grant lease or license or otherwise deal with the such constructed areas/units on such terms and conditions and for such period as the Promoter may deem fit and to receive and appropriate the consideration for the same.
- 37.9 The Allottee doth hereby acknowledge that the Promoter shall at all times be entitled to put or allow anyone to put the name of the Project and/or name, design and/or logo of the Promoter and/or its associate group/brands at the roof, façade, boundary and/or other places in the Project by way of neon-sign, hoardings, signage, sign boards, etc. and the Allottee and/or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- 37.10 The Allottee doth hereby acknowledge that the Promoter shall be entitled to negotiate with and enter upon the contracts (on such terms and conditions as the Promoter at its discretion think and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primary for use of the allottees/ co-owners (but with the possibility of outsiders being also provided services therefrom by such owners, suppliers and providers of facilities against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennas, towers, disc antennas, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Building or any part of the Project.
- 37.11 The Promoter shall, without requiring any consent from the Allottee, have the right to construct and/or install solar panel, waste recycling facility, etc. in any part of the Project and the Promoter shall be exclusively entitled to benefit and use of such installation and/or the facilities.
- 37.12 The Allottee shall be liable to indemnify the Promoter and also the Association of Allottees against all damages, costs, claims, demands, proceedings occasioned to the Building or any part thereof due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also keep the Promoter indemnified against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants, agents, licensees or



invitees of the Allottee and/ or any breach or non-observance or non-fulfilment of the terms and conditions hercof to be observed fulfilled and performed by the Allottee.

- 37.13 The Allottee doth hereby acknowledge that the Promoter shall have unfettered rights to grant the rights or facilities of parking (open or covered or mechanical, dependent or independent) at the identified/ earmarked spaces meant for parking purpose.
- 37.14 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/financial institution, the Promoter shall act in accordance with the instructions of such bank/financial institution in terms of the agreement between the Allottee and the bank/financial institution, subject however the Promoter being assured of all amounts being receivable for sale and transfer of the Unit in the agreed timeline and in no event, the Promoter shall assume any liability or responsibility for any loan and/ or financial assistance which may be obtained by the Allottee from such bank/ financial institution.
- 37.15 In the event of any change in the specifications and/or relocation of any common areas, amenities or installations are necessitated on account of any direction of statutory authorities/ utility providers or any Force Majeure events or to improve or protect the quality of construction, the Promoter, shall be entitled to effect such changes in the specifications and relocate the common areas, facilities and installations as recommended by the Architect.
- 37.16 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the project and/ or transferring and disposing of other units then and in that event, the Allottee without prejudice to the Promoter's other rights, shall be liable to compensate and indemnify the Promoter for the losses, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 37.17 The Promoter may not entertain any request for modification or change in the internal layouts or the specifications of the Said Unit. In case the Allottee desires with the prior permission of the Promoter, to install some different fittings/floorings on his own, he/she will not be entitled to any reimbursement or deduction of the value of the materials. The Promoter may at its own discretion subject to receipt of Total Price of the Said Unit, allow access to the Allottee prior to the possession date for carrying out any interior or furnishing works at the sole costs, responsibilities and risks of the Allottee and subject to adherence of necessary safety measures.



IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Salt Lake City (Bidhannagar) in the presence of attesting witnesses, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED

by the within-named **PROMOTER** in the presence of:

1.

2.

SIGNED SEALED AND DELIVERED

by the within-named **ALLOTTEE** in the presence of:

1.

2.

Note:

While the Promoter shall endeavour to enter into agreements with allottees in the form substantially similar to this draft Agreement for Sale of Unit, the Promoter reserves its right to make suitable modifications/amendments to this draft Agreement for Sale of unit as the circumstances may require.



**THE FIRST SCHEDULE ABOVE REFERRED TO:
(Project Land)**

All That piece and parcel of land admeasuring 1.29 acres, more or less, comprised in L. R. Dag Nos. 1330, 1331, 1332, 1333(P), 1334 and 1335, under L.R. Khatian No. 2830, Mouza Chandpur Chapagachi, situate and lying on the north side of the Haroa Road, Lauhati, Police Station Rajarhat, within the local limits of Chandpur Gram Panchayat in the District North 24 Parganas, PIN: 700135, demarcated in colour **Red** on **Plan A** attached hereto and butted and bounded as under:

- On the North** : By R.S. Dag Nos. 1289, 1290 and 1309;
On the East : By R.S. Dag No. 1272 and partly by R.S. Dag No. 1273;
On the South : By Haroa Road (PWD Road); and
On the West : R.S. Dag Nos. 1336, 1337 and partly by R.S. Dag Nos. 1328

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(‘Said Unit’)**

All That the Unit No. [●] having carpet area of [●] square feet [Built-up Area whereof being [●] square feet], more or less, on the [●] floor of the building under construction commonly known as **The Golden Mile** at a portion of the Project Land described in the **First Schedule** hereinabove written and the floor plan of the Said Unit is annexed hereto being **Plan-B** and shown in **Green** border thereon.

**THE THIRD SCHEDULE ABOVE REFERRED TO:
(Payment Plan)**

**Part-I
(Payment Plan of Total Price)**

Sl. No.	Stages	Percentage	Amount
1.	[●]	[●]	[●]
2.	[●]	[●]	[●]
3.	[●]	[●]	[●]
4.	[●]	[●]	[●]
5.	[●]	[●]	[●]
6.	[●]	[●]	[●]
9	[●]	[●]	[●]
Total:		[●]	[●]

Part-II



(Payment Plan of Additional Cost and Charges)

Payment Head	Due Date	Amount (INR)
Cost, charges, expenses and deposit for installation of electricity meter / electricity connection for the Said Unit as per demand made by West Bengal State Electricity Distribution Company Limited (WBSEDCL) or any other appropriate authority	Within 7 (seven) days of demand being made in this regard	At actuals
Stamp duty, registration fees and charges together with miscellaneous expenses (as agreed) for registration of the Agreement for Sale	Within 7 (seven) days of demand being made by the Promoter in writing prior to the execution of the Agreement for Sale	Stamp duty, registration fees and charges at actuals and the misc. expenses as agreed
Stamp duty, registration fees and charges together with miscellaneous expenses (as fixed) for registration of the Conveyance Deed	Within 15 (fifteen) days from the date of notice to take possession of the Said Unit	Stamp duty, registration fees and charges at actuals and the misc. expenses as agreed
Legal fees for preparation of this Agreement and the deed of conveyance/ transfer to be executed in pursuance hereof	One-half of the total fees at or before execution of this Agreement and the balance within the time period specified in the notice to take possession of the Said Unit or actual date of possession, whichever is earlier	Rs.25,000/- (Rupees Twenty-five thousand) only plus applicable taxes thereon

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Areas and Installations)

Part - I

(Common Areas)

1. Entrance and exit gates of the Project
2. Paths, passages and driveways in the Project other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked



by the Promoter for exclusive use of any buyer(s)/ allottee(s)

3. Entrance lobby and entrance foyer
4. All staircases along with their full and half landings with stair covers on the ultimate roof
5. Lifts, lift chute and lift wells
6. Lift + stair lobbies on all floors
7. Lift machine rooms
8. Lobbies, paths, passages and corridors
9. Overhead water reservoir
10. Electric / Plumbing / Fire shafts
11. Transformer Room, Electrical Room, Meter Rooms, Generator room
12. Water treatment & filter plant room
13. Water Pump Room with separate underground water reservoirs for domestic supply and fire-fighting
14. Reserved space in the open compound for parking of [●] visitors' cars and [●] visiting doctors' cars
15. Boundary walls of the Project including walls of the main gates
16. Project Land as described in the First Schedule above.

Part – II
(Common Installations)

1. The beams, foundations, supports, columns, main walls, boundary walls of the Project including main gate.
2. Electrical installations including wiring, fittings and fixtures and accessories (save those inside any Unit) for receiving electricity from electricity supply authority and generator / standby power source to all the Units in the Building and Common Areas and electrical wiring, fittings and fixtures and accessories for lighting of common areas of the Project and operating the lifts.
3. Modern Firefighting equipments and accessories
4. Lift machines and its accessories, installations required thereof
5. Water pump, Water Filtration Plant and water distribution system (Water Supply Source: Supply from local authority/ Tube well)
6. Waste water and sewage evacuation pipes from the various units to drains and sewers common to the building and from there to the Sewage Treatment Plant
7. Sewage Treatment Plant for efficient treatment of sewage and waste water
8. Deep recharge well located at ground level for rain water/ sub-soil water recharge
9. Diesel generator set and allied accessories for lighting the lights at the common



areas, for operation of lifts and pump and for limited supply of power in the various Units and other portions during power failure

10. Transformer (if required to be installed).

Note: It is expressly made clear and agreed that the open spaces and/or any other areas not specifically mentioned in this Schedule shall not form part of the Common Areas and Installations under any circumstance.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Covenants)**

A. Allottee's Covenants:

1. **Allottee aware of and satisfied with Building, construction and purpose of the Project:** The Allottee admits and accepts that the Allottee, upon full satisfaction and with complete knowledge of the Common Areas and Installations, specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Building to the extent already constructed and to be further constructed and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Building and the Project Land save and except the Said Unit. Further, the Allottee admits and accepts that the Project is not a nursing home or a rehabilitation centre.
2. **Allottee to pay Property Taxes and Maintenance Charges:** The Allottee hereby admits and accepts that the Allottee shall pay property taxes for the Said Unit, from the Date of Possession until the Said Unit is separately mutated in favour of the Allottee, on the basis of the bills to be raised by the Promoter and/or the Service Provider, such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee also admits and accepts that the Allottee shall have mutation completed at the earliest.

The Allottee further admits and accepts that the Allottee shall pay proportionate share of the common expenses/maintenance charges of the Building as specified by the Promoter and/or the Service Provider, on the basis of the bills as raised by the Promoter and/or the Service Provider, without claiming any deduction or abatement in any manner or on any account, from the Date of Possession.
3. **Electrical load distribution:** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Service Provider. It is hereby clarified that the Allottee shall be liable to pay the applicable electricity charges for the Said Unit as per the rates prescribed by West Bengal State Electricity Board or any other relevant authority.



4. **Charge/Lien:** The Allottee admits and accepts that the Promoter shall have the first charge and/or lien over the Said Unit for all amounts due and payable by the Allottee to the Promoter. Further, in case finance has been obtained by the Allottee, from any financing body, against charge created on the Said Unit, the Promoter shall have a *pari passu* charge on the Said Unit along with the said financing body, until the entire Total Price, Additional Cost and Charges as stipulated in Part I and Part II of the **Third Schedule** above, any other dues, deposits, charges, modified taxes, if any, are paid by the Allottee.
5. **Service Agreement:** Simultaneously with the execution of this Agreement, the Allottee shall enter into the Service Agreement with the Service Provider and/or such other entity appointed by the Service Provider, and the Allottee shall abide by the terms of the said Service Agreement at all times. Further, the Allottee shall cause the Association of Allottees to enter into a separate maintenance agreement with the Service Provider and/or such other entity appointed by the Service Provider, for the purpose of management and maintenance of Common Areas and Installations of the Project.
6. **No Rights of or Obstruction by Allottee:** The Allottee admits and accepts that all open areas in the Project, including all open car parking spaces, save and except Parking Space, which are not required for ingress and egress from and to the Said Unit, do not form part of the Common Areas and Installations in terms of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof.
7. **No Obstruction by Allottee to Further Construction:** The Allottee also admits and accepts that, subject to compliance with section 14 of the Act, the Promoter is entitled to construct further storeys on and above the roof of the top floor of the Building and the Allottee shall not obstruct or object to the same. However, in the event the Promoter constructs any further storeys on and above the roof of the top floor of the Building, then such newly constructed area shall also be managed and operated by the Service Provider and/ or such other entity appointed by the Service Provider. The Allottee admits and accepts that the Promoter and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Areas and Installations for movement of building materials and for other purposes as may become necessary for making such further construction and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
8. **Variation of Share on Further Construction:** The Allottee admits and accepts that in the event of such further construction, the proportionate right in the Common Areas and Installations shall stand altered and/or modified accordingly.
9. The Allottee admits and accepts that, notwithstanding anything contained in this Agreement, in the event the Promoter is liable to refund any sum of money under Clause 9.4.1, Clause 9.4.2 or Clause 7.5 of this Agreement, the same shall be



refunded within a period of 45 (forty five) days or upon completion of sale of the Said Unit to any Third Party, whichever is later.

10. The Allottee irrevocably admits and accepts to abide by all the rules and regulations framed or to be framed at any time and from time to time by the Promoter or its nominee/s or under any relevant laws made applicable to the Promoter with relation to the use, occupation, enjoyment, improvement, alterations, maintenance and alienation of the Project Land, and the structures to be constructed thereon including utilities, services, amenities and facilities attached thereto in the Project and generally do all and every act that the Promoter may call upon the Allottee to do in the interest of the Said Unit, Building, Project and/ or allottees of the Project.
11. The Allottee irrevocably admits and agrees that the outsiders shall also be entitled to access the diagnostic and various other wellness and recreational centre at the said Project intended to be operated by the Promoter and/or Service Provider and/or their nominee/ transferee for several specialised users on chargeable basis and the Allottee or the Resident nominated by the Allottee shall not raise any objection to the same.
12. The Allottee irrevocably agrees and confirms that the Allottee would be liable to pay proportionate stamp duty, registration fee and registration expenses (if any incurred) for the execution and registration of conveyance deed that may be required to be signed between Association of Allottees and the Promoter for handover of the Common Areas and Installations in favour of the Association of Allottees.
13. **Obligations of the Allottee:** On and from the Date of Possession, the Allottee shall:
 - 13.1 Observe the terms and conditions of the Service Agreement and any other rules framed from time to time by the Service Provider and/ or such other entity appointed by the Service Provider for the beneficial common enjoyment of the Building and/or the Project.
 - 13.2 Use or permit the Resident to use the Said Unit only as an apartment for residential purposes of the Senior citizen as laid out in Clause 34.1 hereinabove. Under no circumstances the Allottee shall use the Said Unit for any other purpose.
 - 13.3 The Allottee shall not do or suffer to be done anything in or to the Building, or the Said Unit, or the staircase, lifts, common passages, corridors, circulation areas, atrium, compound or any part of the Common Areas and Installations, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Unit and keep the same along with its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable condition, and ensure



that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 13.4 Neither put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. nor make new installations of any kind on the facade of the Building or anywhere on the exterior of the Project, building therein or Common Areas and Installations. The Allottee shall also not change the colour scheme of the outer walls of the Building and/or the Project or painting of the exterior side of the windows or carry out any alteration or modification in the exterior elevation or design. Further the Allottee shall not store or permit the Resident to store any goods, articles or things (including but not limited to hazardous or combustible goods etc.) in the Said Unit or Common Areas and Installations or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Unit and/or Building.
- 13.5 Not alter, modify or in any manner change the structure or any civil construction of the Building which may affect or endanger the structural stability of the Building.
- 13.6 Not change/alter/modify the name of the Building, which has been given by the Promoter.
- 13.7 Not use or permit the Resident to use the Said Unit in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the Project Land and/or the neighbouring properties.
- 13.8 Not construct any structure of permanent nature in the Common Areas and Installations unless such structure is required for effective maintenance of the Building or as may be mutually agreed between the Association of Allottees and the Promoter.
- 13.9 Not obstruct the Promoter in its acts, relating to the Common Areas and Installations and other constructions in the Building and/or the Project Land and selling or granting rights to any person on any part of the Building and/or the Project land (excepting the Said Unit).
- 13.10 Notwithstanding anything contained in this Agreement, it is clarified that the Allottee has accepted the scheme of the Promoter to develop and construct the Project and operation and management of such units by the Service Provider and/ or such other entity appointed by the Service Provider in accordance with terms and conditions of the Service Agreement and hence the Allottee has no objection to the said scheme. The Allottee shall



not raise any objection to operation and management of the Said Unit by the Service Provider and/or such other entity in terms of the Service Agreement.

13.11 It is further clarified that the Allottee shall not have any right to raise any dispute or make any claim with regard to the Promoter either constructing or not constructing any portions of the Building and/or the Project Land other than the Said Unit. The Allottee has interest only in and upon the Said Unit. Only upon the Promoter constructing the balance portions of the Building, the Allottee shall acquire interest in such of the Common Areas and Installations as may be comprised in the balance portions of the Building which may be constructed by the Promoter for common use and enjoyment of all the unit owners and/ or residents of the Building. The rights and obligations of the Allottee or the Resident with regard to the use of the said Common Areas and Installations shall be such as may be framed by the the Service Provider and/or such other entity appointed by the Service Provider.

14. The Allottee shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid covenants.

B. Promoter's Covenants:

1. **Obligation to fulfil:** The Promoter agrees and undertakes to fulfil the provisions of this Agreement, formalities and documentations on part of the Promoter mentioned herein.
2. **Completion of Transfer:** The transfer shall be completed by the Promoter executing and registering necessary conveyance in favour of the Allottee.
3. **No Creation of Encumbrance:** The Promoter hereby guarantees and undertakes that the Promoter shall not create any charge, mortgage, and 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 Said Unit, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.
4. **Documentation for Loan:** The Promoter shall provide to the Allottee, soft copies of all required documents relating to the Project Land so that the Allottee may get home loan from banks and financial institutions.



**THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Specifications)**

BEDROOMS & LIVING ROOM

Floor : Ceramic tile
Walls & Ceilings : POP

BATHROOMS

Walls : Vitrified tile
Floors : Anti-Skid Ceramic tiles
Sanitary Ware : Parryware/Hindware or equivalent brands
CP Fittings : Jaquar or equivalent make

DOORS & WINDOWS

Entrance Doors : Decorative Flush Doors
Tollet Doors : Aluminum Sliding door
Windows : Aluminum Frame

ELECTRICAL

Modular switches : Northwest/Havells/Anchor or equivalent make &
copper wiring

POWER BACKUP

Common Areas : 100%
Apartments : 1 kw depending on the apartment size

LOBBY

Entrance : Ceramic tile
Lift : 3 Automatic lifts of Konc/Otis/Johnson or equivalent make

SECURITY SYSTEMS

CCTV Camera : CCTV surveillance with security guard



**THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Internal Furnishing and Fit-outs)**

..... Set out



Annexure "A"

DEFINITIONS AND INTERPRETATION**1.1 Definition:**

In this Agreement, unless there be something contrary or repugnant to the subject or context, the following words and expressions as used herein shall have the meanings assigned to them as under:

- (i) **"Act"** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017), as amended and/or substituted;
- (ii) **"Advocate"** shall mean a person or a firm of Advocates or Solicitors who may be appointed by the Promoter from time to time;
- (iii) **"Agreement"** means this Agreement, including all the Schedules thereto and shall include all modifications, alterations, additions or deletions thereto made in writing upon mutual consent of the Parties subsequent to the Effective Date;
- (iv) **"Allottees"** according to the context shall mean the persons who for the time being, own any Unit in the Building at the said Project or have agreed to purchase the same and have taken possession thereof (including the Promoter for those units and other constructed spaces not alienated by it and/or reserved and/or retained by it for its use);
- (v) **"Architect"** shall mean Mr. Mitul Shukla of M/s Mass & Void (Architects) having his office presently at 'Ektaa Hibiscus', 4B, 4th Floor, 56 Christopher Road, Kolkata - 700046 appointed by the Promoter for the Project or such other architect or architects who may be appointed by the Promoter for the Project from time to time;
- (vi) **"Association of Allottees"** shall mean an association formed by the allottees for the purposes as mentioned in the Act;
- (vii) **"Authority"** shall mean the West Bengal Housing Industry Regulatory Authority constituted under the provisions of West Bengal Housing Industry Regulation Act, 2017;
- (viii) **"Booking Amount"** shall mean 10% (ten percent) of the Total Price of the Said Unit which includes token amount/ any advances paid at the time of application for the Said Unit;
- (ix) **"Building"** shall have the meaning ascribed to it in Recital F;
- (x) **"Built Up Area"** according to the context shall mean and include the carpet area of any Unit and the area of the balconies / verandahs / terraces therein and/or



attached thereto, if any, and shall include the thickness of the external walls and the columns and pillars (with the walls common with common areas shall be considered in full) **Provided That** if any wall or column be common between two Units, then one half of the area under such wall or column or pillar shall be included in the area of each such Unit;

- (xi) **"Carpet Area"** according to the context shall mean the net usable floor area of a unit, excluding the area covered by the external walls, areas under service shafts (if any), exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit; Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet Area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area;
- (xii) **"Common Areas and Installation"** shall mean and include the areas and installations in and for the said Project as morefully described in the **Fourth Schedule** hereinabove written and expressed by the Promoter to be available for common use and enjoyment of the Allottees subject to conditions, restrictions and reservations mentioned herein and also framed by the Promoter and/or Service Provider from time to time, BUT shall not include the parking spaces and other open and covered spaces in the said Building / Project which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations;
- (xiii) **"Completion Date"** shall mean the date of completion of the Project as per registration with the Authority and as defined in Clause 7.1 hereinabove, and shall include any extension of registration granted to the said Project by the Authority, in accordance with the Act;
- (xiv) **"Conveyance Deed"** means the deed of conveyance to be executed between the Allottee and the Promoter whereby the Promoter shall sell, transfer and convey the Said Unit in favour of the Allottee and the undivided proportionate title in the Common Areas and Installations in terms of the Act in favour of the Association of Allottees or the competent authority, as the case may be;
- (xv) **"Date of Possession"** shall have the meaning ascribed to it in Clause 7.2, read with Clause 7.3 of this Agreement;
- (xvi) **"Deemed Date of Possession" / "Date of Commencement of Liability"** shall mean the date on which the Allottee takes actual physical possession of the Said Unit after fulfilling all his liabilities and obligations in terms of this Agreement



or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the Said Unit in terms of this Agreement irrespective of whether the Allottee takes actual physical possession of the Said Unit or not, whichever be earlier.

- (xvii) "**Effective Date**" shall mean the date of execution of this Agreement;
- (xviii) "**Encumbrance**" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, non-disposal or other restrictive covenant or undertaking, option, right of pre-emption, easement, quasi-easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Project Land and/or structures constructed thereon till the Effective Date or other Third Party interest or claim which could affect the development and / or ownership of the Project Land and shall include any breach or non-performance of Promoter's obligations by any means, including breach or non-performance under any approval or consent from any authority;
- (xix) "**Payment Plan**" shall mean the systematic payment schedule as set out in **Part-I and Part-II** of the **Third Schedule** of this Agreement;
- (xx) "**Person**" means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organisation, government or government authority or agency or any other legal entity that may be treated as a person under applicable law;
- (xxi) "**Plan**" shall mean the modified building plans for the Project as sanctioned by the Chandpur Gram Panchayat on 02/05/2019 on the basis of approval granted by the office of North 24 Parganas Zilla Parishad *vide* Memo No. 593/(N)Z.P. dated 27/03/2019 and includes its permissible modification/ revalidation/ renewal/ variation/ alteration;
- (xxii) "**Project**" shall mean the project of construction of a multi-storied building at a portion of the Project Land, in which various portions of the ground floor are earmarked for several specialised non-residential users on chargeable basis and the upper floors thereof are intended primarily for residential use having apartments capable of being held and/or enjoyed independent of each other;
- (xxiii) "**Project Land**" shall have the meaning ascribed to it in Recital B, described in the **First Schedule** of this Agreement and demarcated in colour **Red** on **Plan A** attached;
- (xxiv) "**Registration Certificate**" shall have the meaning ascribed to it in Recital F of this Agreement;



- (xxv) **"Resident"** shall mean the person occupying, using and enjoying the Said Unit at any point of time in terms of the provisions contained in this Agreement, the Service Agreement and the Conveyance Deed;
- (xxvi) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under Act;
- (xxvii) **"Said Unit"** means the specific Unit described in the **Second Schedule** hereinbefore comprised in the Building under construction at the Project Land;
- (xxviii) **"Schedule"** shall mean a schedule to this Agreement;
- (xxix) **"Service Agreement"** means the agreement to be entered into between the Service Provider and/or such other entity appointed by the Service Provider, and the Allottee, whereby the Allottee shall authorize the Service Provider and/or such other entity to maintain, manage and administer the Said Unit and provide senior living services as per the terms and conditions specified therein;
- (xxx) **"Third Party"** shall mean and refer to a Person who is not a party to this Agreement;
- (xxxi) **"Unit"** shall mean each flat/ apartment and/or unit and/or other constructed area or called by any other name (being a separate and self-contained part including one or more rooms or enclosed spaces, located on one or more floors or any part thereof) in the Building now under construction at the Project Land, and the expression **"units"** shall be construed accordingly.

1.2 Interpretations:

1.2.1 Unless there is something in the subject or context inconsistent therewith:

- (a) any reference to a statute (whether or not specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye laws, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom;
- (b) unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders;
- (c) a reference to a clause or a Schedule is a reference to a clause or a Schedule, as the case may be of, or to, this Agreement;
- (d) the term 'or' shall not be exclusive and the terms "herein", 'hereof', "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear; and the terms "including" and "include" shall be



- construed without limitation;
- (e) the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.
- 1.2.2 The heading and bold typeface appearing in this Agreement are for reference only and shall not affect the construction thereof;
- 1.2.3 Reference to any agreement, contract, deed or document including this agreement shall be construed as including any amendment, modification, alteration or variation to it, any novation of it, and/or anything supplemental to it;
- 1.2.4 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 1.2.5 Where there is any inconsistency between the definitions set out in this clause and the definitions set out in any clause or Schedule, then for the purpose of construing such clause or Schedule, the definitions set out in such clause or schedule shall prevail; and
- 1.2.6 Any Schedule or appendix to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include its Schedules and appendices.

