

## Agreement For Sale

This Agreement for Sale ("Agreement") is made and executed at Kolkata on this \_\_\_\_ day of \_\_\_\_\_, 2019 ("TWO THOUSAND AND NINETEEN")

BETWEEN

### 1. VENDORS

(a) M/s. GANGOTRI MARCOM PRIVATE LIMITED (CIN U52190WB2011PTC162642) (PAN - AAECG2453Q); (b) M/s. GANGOTRI DEALMARK PRIVATE LIMITED, (CIN U52190WB2011PTC162641) (PAN - AAECG2454K); (c) M/s. PUSHPANJALI COMMERCIAL PRIVATE LIMITED (CIN - U52190WB2011PTC162643) (PAN - AAGCP0057R); (d) M/s. RADHA KRISHNA MARCOM PRIVATE LIMITED (CIN - U52190WB2011PTC162644) (PAN - AAFCR2835J); (e) M/s. SHUBH LABH MARCOM PRIVATE LIMITED (CIN - U52190WB2011PTC162645) (PAN - AAPCS7911L); (f) M/s. GANPATI MARCOM PRIVATE LIMITED (CIN - U52190WB2011PTC162646) (PAN - AAECG2452R); (g) M/s. TARAPITH COMMERCIAL PRIVATE LIMITED (CIN - U52190WB2011PTC162647) (PAN - AADCT8416F); (h) M/s. TARAPITH DISTRIBUTORS PRIVATE LIMITED (CIN - U52190WB2011PTC162648) (PAN - AADCT8417E) AND (i) M/s. TARAPITH MERCHANTS PRIVATE LIMITED (CIN - U52190WB2011PTC162649) (PAN - AADCT8418M):-

[All above are companies incorporated under the provisions of the Companies Act, 1956 and at present governed by the Companies Act, 2013, having their registered office at Godrej Genesis, Room No.1006, 10<sup>th</sup> Floor, Block - EP, P.O. SechBhawan, P.S. Electronic complex, Kolkata - 700 091, hereinafter collectively referred to and called as "**VENDORS**" (which expression shall unless excluded by or repugnant to the context shall mean and include their respective successors-in-interest, successors-in-office, agents and assigns thereof)] of the **FIRST PART;**

**AND**

### 2. DEVELOPER

M/s. GRAP REALTY PRIVATE LIMITED, (CIN - U07200WB2009PTC132027) (PAN - AAACP9741J) a company incorporated under the Companies Act, 1956 (still a company under the Companies Act, 2013) having its registered office at 170, Chitranjan Avenue, 4<sup>th</sup> Floor, 4A, Metro Tower, P.O. Burrabazar, P.S. Jorasanko, Kolkata - 700 006 hereinafter referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, agents, authorized representative and/or assigns) of the **SECOND PART;**

[Both Vendors & Developer herein are represented by their Authorised Signatory **Mr. Anil Kumar Saraf (PAN - AKTPS7086H)**, son of Sri Atma Ram Saraf, working for gain at Godrej Genesis, Room No.1006, 10<sup>th</sup> Floor, Block - EP, P.O. Sech Bhawan, P.S. Bidhannagar, Kolkata - 700 091]

*Anil Kumar Saraf*  


### 3. **PURCHASER**

(Name) \_\_\_\_\_, (PAN/CIN/AADHAR), son of/ wife of/ daughter of/ Company/LLP/HUF \_\_\_\_\_, having its office/residence at \_\_\_\_\_ hereinafter called the “**PURCHASER/S**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/its heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

**“All parties to this Agreement i.e. Vendor, Developer and the Purchaser are hereinafter collectively referred to as the “Parties” and sometimes individually referred to as “Party”.**

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

### 4. **DEFINITIONS:**

In this Agreement, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below –

- (a) “Act” means the West Bengal Housing Industry Regulation Act, 2017 and subsequent amendments thereto;
- (b) “Adjudicating Officer” shall have the same meaning ascribed to it under the Act;
- (c) “Apartment Ownership Act” shall mean the West Bengal Apartment Ownership Act, 1972 (as amended upto date);
- (d) “Applicable Laws” shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (e) “Applicable Taxes” shall mean all the taxes, i.e., GST, cess, revenue, by whatever name called, payable by the parties;
- (f) “Association of Unit/Flat Owners” shall mean the condominium / association of the Unit/Flat owners in the Project as the case may be, which shall be formed by the Developer under the Applicable Laws;
- (g) “Authority” shall mean the authority constituted under the West Bengal Housing Industry Regulation Act, 2017;
- (h) “Booking Amount” shall mean 10 % (Ten Percent) of the Price of the Unit/Flat;



- (i) "Carpet Area" shall have the same meaning as ascribed to it under the Act;
- (j) "Car Parking" shall mean area and space allocate by the developer for right to park the permitted size of motor car [Two wheeler/Four Wheeler] and which shall be an integral part of the Said Unit/Flat And Appurtenances;
- (k) "Competent Authority" shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Complex Lands and/or the Complex;
- (l) "KMC" shall mean Kolkata Municipal Corporation and its various departments;
- (m) "MLCP" shall mean the space being automated car parking space at the allocation decided by the developer and shall include both lower and upper level parking space.
- (n) "Force Majeure Event" shall have the same meaning as prescribed to the term "force majeure event" under the Act and under this Agreement;
- (o) "Government" means the Government of West Bengal;
- (p) "Maintenance Agency/Facility Manager" shall mean either the Developer themselves (till hand over of maintenance) or the Association of Unit/Flat Owners or any third party employed / hired by the Developer / Association of Unit/Flat Owners in the Project;
- (q) "Rules" means WBHIRA Rules, 2017 as amended upto date;
- (r) "Said Complex" shall mean the building to be constructed upon the said property defined under this agreement and shall include the common areas, recreation areas and common facilities and amenities provided.
- (s) "said project" shall mean and include the entire area to be developed upon the said property and shall further be deemed to mean and include further addition and / or amalgamation of other adjacent land and property;
- (t) "House Helper area" shall mean the area attached with the particular Unit/Flat assigned for residence of only household maid/servant of the particular flat and for no other purpose;
- (u) "Saleable area" shall mean the area which includes the built up area of the particular unit/saleable space/ and or the constructed area of the said project including the plinth area, foundations, walls, columns, beams, support etc. together with the charged area of common portion etc together with the undivided proportionate share in the common areas and amenities.
- (v) "Unit/Flat" shall mean and include the residential flat on the particular floor including House Helper area, Open terrace area and allocated car parking space. That the residential area including balcony, of the purchaser shall individually be called as





flat and along with House Helper area and car parking space be called as Unit.

**(w) "EBVTH AREA"** shall mean Exclusive Balcony/Verandah/Open Terrace Area/House Helper area and shall be part of the said Unit / Flat.

## **5. INTERPRETATION:**

In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply -

- a) References to any statute or statutory provisions or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, reenacted or replaced from time to time whether before or after the date hereof;
- b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- c) References to Recitals, Schedules or Annexures are, unless the context otherwise requires, refers to recitals, schedules and annexure of this Agreement;
- d) To the extent to which any provision of this Agreement conflict with its Schedule or any provision of the Application for Allotment or the Allotment Letter, the provision of this Agreement will prevail.
- e) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- f) Unless the context otherwise requires, reference to one gender includes a reference to the other, and words importing the singular include the plural and vice versa.
- g) Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female purchaser. These expressions shall be deemed to be modified and read accordingly whenever the purchaser is a body corporate or a partnership firm. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.
- h) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter", "hereinbefore" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.
- i) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- j) Any reference to the word 'year' or 'annum' means 12 (twelve) months;
- k) The words 'in writing' or 'written' include any communication sent by registered letter and/or, facsimile transmission.
- l) The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.
- m) The captions / headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement to the intent of any



provision hereof. The true interpretation of any matters / passive in this Agreement shall be done by reading the various articles in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

## 6. Subject Matter of Agreement

### A. Sale of UNIT/FLAT And Appurtenances: Terms and conditions for sale of:

- a) **Said UNIT/FLAT:** All That the Freehold Residential Flat No. \_\_\_\_\_, on the \_\_\_\_ (\_\_\_\_\_) floor, having carpet area admeasuring \_\_\_\_\_ (\_\_\_\_\_) square feet, along with the balcony area having carpet area admeasuring \_\_\_\_ sq. ft. (\_\_\_\_) and the terrace area having carpet area admeasuring \_\_\_\_ (\_\_\_\_) sq. ft., aggregating to carpet area admeasuring \_\_\_\_ (\_\_\_\_)sq. ft., House helper area admeasuring \_\_\_\_ sq. ft. (\_\_\_\_) & saleable area admeasuring \_\_\_\_ sq. ft. (\_\_\_\_). approximately a bit more or less, described in **Part I** of the **SECOND SCHEDULE** below and delineated on the **Plan** annexed hereto and bordered in color **Red** thereon (**Said Unit/Flat**), in the Hi-rise complex building comprised of G + 17 (Ground + Seventeen) floors and named as "**THE RISE**" (**Said Complex**), lying and situate at land measuring 3 (Three) *Bigha*, 1 (One) *Cottah*, 19 square feet, more or less, comprised in the Municipal Premises No. 5/1, Nerode Behari Mullick Road (formerly known as Halshi Bagan Road), Kolkata – 700 006, P.S. Manicktala, within the limits of the Kolkata Municipal Corporation (**KMC**), Addl. District Sub-Registrar, Sealdah, District South 24 Parganas and described in the **FIRST SCHEDULE** below (**Said Property**), duly sanctioned by the KMC.
- b) **Land Share:** Subject to the provisions of Clause \_\_\_\_\_ below, undivided, impartible, proportionate and variable share in the Said Property, as be attributable and appurtenant to the Said Unit/Flat (**Land Share**), the Land Share is/shall be derived by taking into consideration the proportion to which the carpet area of the Said Unit/Flat bears to the aggregate of the carpet area of all the Units, sanctioned in the Said Complex, being transferred by the Vendor & Developer.
- c) **Car Parking Space:** Car Parking Space as sanctioned by the KMC and be allotted to the Purchaser by the Vendors either on the Ground Level or MLCP or in the open space at the time of Execution of this Agreement or issue of Completion Certificate of the Said Complex, whichever may be decided by the Developer and shall not be transferred by the Purchaser to any third party **save and except** to the Unit/Flat owners of this Complex, being described in **Part II** of the **SECOND SCHEDULE** below (**Car Parking Space**).
- d) **House Helper Area:** House helper area allocated with the particular Unit/ Flat shall be used only for the purpose of residence of maid servant of that particular unit/ flat and shall be considered as part of unit/ flat. That at each floor there are two numbers of such area and



for purpose of usage shall be provided with one Common wash room & toilet and corridor which will be exclusive for the use of the said house helper area, provided that for the purpose of calculation of total area of the said unit/ flat, the said area of House Helper Area along with its attributable 50% area of said wash room and corridor shall be included.

- e) **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest within the Said Complex being the common areas, amenities and facilities of the Said Complex as be attributable and appurtenant to the Said Unit/Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **THIRD SCHEDULE** below (collectively **Common Portions**). It is clarified that (1) the Vendor/Developer shall have the perpetual and absolute right to modify the Common Portions and (2) the Common Portions shall be available in common to all the Owners of the Unit/Flat in the Said Complex (collectively **Complex Co-Owners**).
- f) The Said Unit/Flat, the Land Share, the Car Parking Space and the Share In Common Portions shall be transferred on ownership basis and are collectively described in **Part III** of the **SECOND SCHEDULE** below (collectively **Said Unit/Flat And Appurtenances**).
- B. The Purchaser expressed his interest for the allotment of a Unit/Flat and the car parking space(s) to the Developer herein in the said Project vide Expression of Interest dated ..... & Application dated .....
- C. Developer has, vide an Allotment Letter dated..... (“Allotment Letter”) and on the terms and conditions mentioned therein, allotted to the Purchaser the residential apartment bearing No. .... on the ..... floor having Carpet Area of ..... square feet in the along with ..... car parking space no.. ..... For .....cars (“Car Parking Space”) and a House Helper measuring \_\_\_ sq. ft. (aggregate area of ..... square feet) in the ..... as permissible under the Applicable Laws and an undivided proportionate interest in the Common Areas in the said Project (hereinafter collectively referred to as the **“Unit/Flat”**), more particularly described in **Part I** of the **SECOND SCHEDULE**.

## 7. **TITLE & RECITAL AND OWNERSHIP & DEVELOPMENT**

### a) **Title:-**

The Vendor and Developer represents and confirm that the Vendor has the legal title to the land comprised of and being the Said Property alongwith legally valid documents authenticating the said legal title, free from all encumbrances and the Developer has duly been authorized and entitled to develop the said property by construction of multi storied building thereupon under a registered Development Agreement.



**b) Recital to the Ownership of Vendors:-**

- i) In a Partition and Administration Suit being C.S. No 1970 of 1933 Sudhir Chandra Nawn & ors -vs- Sunil Chandra Nawan & Ors. before the Hon'ble High Court at Calcutta, a Special Referee was appointed who prepared and circulated a report dated 25th November 1971. On the basis of the said report, the Commissioner of Partition and Receiver appointed in the said suit were required to effect the sale of an immovable property, alongwith the occupiers, being no. 5/1 Nerode Behari Mullick Road (formerly known as Halshi Bagan Road) Kolkata 700006 hereinafter referred to as "the said premises" and morefully and particularly described in the FIRST SCHEDULE hereunder written. Unfortunately the said Referee, Commissioner of Partition and the Receiver expired in the meantime.
- ii) On an application being G.A. no 1111 of 2008 in the Partition and Administration Suit being C. S. No 1970 of 1933, the applicants Sri Alok Pal and Pradip Ranjan Das sought appointment of a Commissioner of Partition and Receiver in place and stead of the deceased Commissioner of Partition and Receiver and thus by an order dated 18th June, 2011 Hon'ble Justice Sanjib Banerjee was pleased to appoint Mr. S.S. Khanra, as Commissioner of Partition and Receiver and was further directed to take steps to have the immovable property being the said property was subject to confirmation by the Hon'ble Court.
- iii) The Vendors herein being desirous to purchase the said premises offered to purchase and in a meeting of the heirs and legal representatives or the Original allottees of the said premises held by the Commissioner of Partition on 8<sup>th</sup> June 2011, the said allottees unanimously agreed to the offer made by the Owners herein and requested the Receiver to proceed with the completion of the sale of the said property.
- iv) By an order dated 5th July 2011 passed by Hon'ble Justice Sanjib Banerjee on an application being G.A. no 1836 of 2011 filed by Sri Alok Pal and Pradip Ranjan Das, the sale of the said premises was confirmed in favour of the Vendors herein.
- v) By a registered Deed of Conveyance dated 20th July, 2011, said Mr. S.S. Khanra, Advocate being the Commissioner of the Partition and Receiver as Vendor sold, conveyed and transferred All that the piece and parcel of the land measuring about 61 Cottahs and 19 Sq. ft. together with R.T structures, known, numbered, distinguished, declared and identified as Premises No 5/1, Nerode Behari Mullick Road (formerly known as Halshi Bagan Road) Kolkata 700006 Police Station - Maniktalla, Ward 15 within the municipal limits of Kolkata Municipal Corporation in favour of the



Vendors herein on valuable consideration and the same was registered before the Additional District Sub-Registrar III South 24 Parganas and recorded in Book No I, Volume No 12, Pages 1502 to 1521, Being No. 0559 for the year 2011.

**vi)** After purchasing the aforesaid property, the Vendors have duly mutated their names in the record of the Kolkata Municipal Corporation and have been paying the relevant property tax thereof.

**vii)** That with intention and purpose of construction of multistoried building and development of the Said Property, the Developer herein was appointed for construction of the Said Complex, on the terms and conditions recorded in the registered Development Agreement dated 31<sup>st</sup> March 2015, registered in the office of Addl. Registrar of Assurances – I, Kolkata and copied in Book No. I, being Deed No.05425 for the year 2015.

**c) Development Agreement:-**

For the purpose of construction of multistoried building and development of the Said Property, the Developer was appointed for construction of the Said Complex, on the terms and conditions recorded in the registered Development Agreement dated 31<sup>st</sup> March 2015, registered in the office of Addl. Registrar of Assurances – I, Kolkata and copied in Book No. I, being Deed No.05425 for the year 2015 (**Development Agreement**).

**d) Sanctioned Plan:**

The Vendor/Developer has obtained a building plan being Building Permit No.2018020023 dated 08.02.2019 being valid till 07.02.2024 (**Sanctioned Plan**) duly sanctioned by the KMC for construction of the Said Complex, which shall include all further sanctioned extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by the KMC and other authorities.

**e) Agreement to Record:-**

This Agreement is being entered into between the Vendor, Developer and the Purchaser for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings and in writing, express or implied) for sale of the Said Unit/Flat And Appurtenances thereto.

**8. Conditions Precedent**

**A. Acceptance of Conditions Precedent and Understanding by Purchaser:**

The Vendor and Developer and the Purchaser have accepted and agreed that the following are and shall be the conditions precedent





to this Agreement and the Purchaser has understood and accepted the under mentioned methodology:

(a) **Development of Said Complex:**

The Developer has been entrusted to develop the entirety of the Said Complex as per the Sanctioned Plan, including such additions, alterations, modification as may be required with prior approval or intimation to KMC, and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.

(b) **Sanctioned Plan and Modifications:**

In pursuance of such intention, the Building Plan of the Said Complex has been sanctioned and/or shall further be sanctioned/revised by the KMC.

(c) **Extent of Title:**

The right, title and interest of the Purchaser is limited to the Said Unit/Flat, the Land Share, the Car Parking Space and the Share in Common Portions and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of right, title and interest any nature whatsoever on any other component or constituent of the Said Complex.

(d) **Common Portions Subject to Change:**

The Common Portions shall always be and remain subject to change and modification duly approved by the KMC, if required, carried out by the Developer as per the Sanctioned Plan, to accommodate the future plans regarding the Said Complex and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any objection or hindrance thereto.

(e) **Said Club:**

The Said Club (defined in Clause 21 below) shall be and be deemed to be an integral part of the Common Portions and the Purchaser shall have undivided, impartible, proportionate and variable share and/or interest in the Said Club, subject to the other provisions of this Agreement specifically with regard to the Said Club.

(f) **Extension:**

The lands, other than the Said Property, being adjacent to the project may be developed by Developer and/or its associate companies/nominees/other collaborators /co-collaborators of Developer in any manner as they deem fit and proper. It is also intended that lands adjacent/near to the said project may also be exchanged/merged with the Other Lands and Developer may obtain requisite approvals for the same from the Competent Authority. However, the development on the Other Lands (or on the



lands resulting from the exchange / merger with the Other Lands) shall not result in any change of the specifications, location, preferential location attributes (for which Preferential Location Charges are applicable) and the size of the Unit/Flat on the Complex Lands; or entail payment of additional consideration / charges by the Purchaser; or increase in the number of Unit/Flats in the Complex to be constructed upon the said property. However the Vendors and Developer and/or its associate companies / nominees / other collaborators /co-collaborators have the unequivocal right and entitlement to construct multi-storied residential buildings and other amenities, structures, facilities, services, etc. over the Other Lands (or on the lands resulting from the exchange of / merger with lands adjacent/near to the said property) of such shape, size, height, specification and at such location as they may deem fit in their sole discretion and as may be approved by the Competent Authorities. The Purchaser understands and acknowledges that the construction and the development which may be carried out as per Applicable Laws on the Other Lands (or on the lands resulting from the exchange of merger with lands adjacent/near to the said property) by Developer/Vendor and/or its associate companies/nominees/other collaborators shall be a part of the Complex for which this Agreement has been executed. The Extension may also be in nature of construction of additional building or Block in the said property with prior approval of KMC and the Purchaser shall have no objection to the same.

(g) **Timely Payment:**

The Purchaser shall make payment of the said consideration and the Extras (defined in Clause 15, 16 & 17 below) to the Developer, in the manner and within the time specified in this Agreement.

(h) **Satisfaction of Purchaser:**

The Purchaser confirms that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about the legal title of the Said Property; the entitlement of the Vendor, the Developer; the Sanctioned Plan, all the background papers, the rights of the Vendor and Developer to enter into this Agreement, and the extent of the rights being granted in favour of the Purchaser and the obligatory covenants mentioned above and elsewhere in this Agreement and the Purchaser hereby admits and accepts the same with regard thereto.

(i) **Measurement:**

The Purchaser understands that the measurement of the Said Unit/Flat as mentioned in this Agreement is as per the Sanctioned Plan and the final measurement of the Said Unit/Flat shall be certified by **DJ Consultant” having its office at 255 Dum Dum Park Kolkata:700055 (Architect)**, if required and the Purchaser shall not



question and/or challenge the measurement certified by the Architect, at any time or under any circumstances. The Purchaser hereby accepts the above and shall not raise any objection with regard thereto.

(j) **Allotment of Car Parking Space:**

The Purchaser understands that the Car Parking Space shall be allotted to the Purchaser at the time of Booking or on or before execution of this agreement. That there are 3 modes of car parking space in the said complex, i.e., Covered parking at Ground Level, Open Parking at ground Level and MLPC. The Developer herein shall have sole and exclusive right to allot and/or allocate a particular parking space in respect to the particular Unit/Flat in the said Complex which may be independent (having direct access from driveway) or dependent (not having direct access from driveway). It is clarified that the right to park in the Garage/Parking Space is not being agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decisions of the Vendor and Developer in this regard shall be final and binding on the Purchaser and car parking space can only be used for parking of a medium sized motor car. That for parking of two wheelers, if any, at any place in the Said Complex reserved for the parking of two wheelers only as be decided by the Developer as the case may be. The Purchaser will have only right to park in the Parking Space. The Purchaser hereby accepts each and every one of the above terms and conditions and shall not raise any dispute or objection with the regard thereto.

**9. Rights Confined to Said Unit/Flat And Appurtenances:**

The undertaking of the Purchaser to the Vendor and Developer that the right, title and interest of the Purchaser is confined only to the Said Unit/Flat and appurtenances thereto and each of the Vendors and Developer is entitled to deal with and dispose off all other Units/Flats to third parties at their sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

**10. Covenants:**

The mutual agreement and acceptance by and between the Vendor, Developer and the Purchaser that:

- (a) the covenants of the Purchaser and the covenants of the Vendor and Developer shall perpetually run with the land;
- (b) the Purchaser's Covenants and the Developer's Covenants (collectively **Covenants**) shall bind the Vendor, Developer and their successors-in-title or interest; and



- (c) this Agreement is based on the undertaking that the Purchaser's Covenants and the Transfer Covenants shall be strictly performed by the respective Parties.

**11. Common Portions Subject to Change:**

In addition to the provisions of Clause 8(B)(d) above, the Purchaser understand and accepts that although the Common Portions are described in the **THIRD SCHEDULE** below, the said descriptions are only indicative. The Developer shall be entitled to modify or improvise upon the Common Portions and the Purchaser hereby accepts the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Vendor and Developer for such modification or improvisation.

**12. Extension/Addition:**

The Purchaser undertakes that notwithstanding anything contained in this Agreement, the Purchaser hereby gives consent to the Vendor and Developer jointly for:

- (a) integrating/adding (notionally or actually) other lands to the Said Complex and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads;
- (b) extending, modifying and calibrating the extent, area, layout and location of the Said Complex including the Common Portions;
- (c) obtaining additional sanctions and modifying the Sanctioned Plan, as may be necessary in this regard; and
- (d) granting all forms of unfettered and perpetual proportionate right of use over the Common Portions to future Complex Co-owners. It is clearly understood by the Purchaser that the Purchaser shall not have any right to erect any wall/boundary wall in the Said Property

**13. Easement Right:**

The Purchaser further undertakes that the Purchaser has accepted the above conditions and has granted and shall be deemed to have granted to the Vendors and Developer jointly, unfettered and perpetual easements over, under and above all Common Portions and added/integrated lands including roads, passages and all open spaces in the Said Complex with right to connect the same to new roads and passages comprised in other lands adjacent to the said complex constructed on the Said Property.

**14. Commencement and Validity**





- (a) This Agreement has commenced and shall be deemed to have commenced on and with effect from the date year and month mentioned above first in this Agreement.
- (b) This Agreement shall remain in force until the Said Unit/Flat and appurtenances thereto is completed and possession thereof is delivered to the Purchaser or unless terminated by the parties in the manner mentioned in this Agreement.

## 15. Consideration

- (a) **Consideration:** The consideration for sale of the Said Unit/Flat and appurtenances is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), along with GST, to be paid in full to the Developer which has been fixed mutually **provided however** the same shall vary in the manner mentioned in Clause 8 (i) above and does not include the Extras (as defined in Clause 17 below) The purchaser shall pay the consideration amount by way of RTGS/NEFT/DRAFT in favour of Developer as agreed upon and in terms of the Development Agreement. That the details for making payment is provided in the **FOURTH SCHEDULE** below.
- (b) **Payment of Consideration:** The Consideration shall be paid by the Purchaser to the Developer in the manner mentioned in terms of the Schedule of Payments morefully described in the **FOURTH SCHEDULE** below with time being the essence of contract. The Purchaser agrees and covenants that the Purchaser shall be entitled to claim the right or possession over and in respect of the Said Unit/Flat only after the Purchaser has paid the entirety of the Consideration and the Extras and all other amounts agreed to be paid to the Developer or deposited with the Developer under this Agreement together with such other amount as decided mutually subject to the terms and conditions and performance of the Purchaser's Covenants mentioned in this Agreement.

## 16. Notice for Payment of Consideration:

On the occurrence of each of the event mentioned in the Schedule of Payments in **FOURTH SCHEDULE** below, as and when applicable, the Developer shall give written notice (by email/by courier/by hand delivery or by any other means of communication in writing) to the Purchaser (**Payment Notice**), quantifying the amount payable by the Purchaser. That within 15 (Fifteen) days from the date of the receipt of the said Notice, the Purchaser shall (unconditionally, without demur and without raising any dispute about service/receipt of the Notice), pay the amount quantified in the Notice, failing which the Purchaser shall be deemed to be in default and the consequences mentioned in Clause 22 A (e) below shall be invoked. The Purchaser covenants that the Purchaser shall regularly and punctually make payment of the Consideration amount in the manner mentioned in the Schedule of



Payment and this Agreement is and shall be deemed to be sufficient notice to the Purchaser about the obligation to make payment. Timely payment of all amounts payable by the Purchaser including the Consideration and the Extras shall be the essence of this contract.

## 17. Other Payments

### a. Extras:

In addition to the Consideration, the Purchaser shall also pay to the Developer, as and when demanded, the following amounts (collectively **Extras**), proportionately or wholly (as the case may be), with GST, as applicable thereon, towards:

### b. Special Amenities/Facilities:

Providing any special amenities/facilities in the Common Portions (**save and except** those described in the **Third Schedule** below) and improved specifications of construction of the Said Unit/Flat and/or the Said Complex over and above the specifications described in the **FIFTH SCHEDULE** below (**Specifications**) to be payable to the Developer, at the time of Fit-Out Possession.

### c. Electricity:

Charges for obtaining electricity supply from the supply agency, which is Rs. 35/- (Rupees Thirty Five) only per sq. ft. based on the carpet area of the Said Unit/Flat or on actuals, whichever is higher, payable to the Developer and similarly charges for obtaining LT electricity supply from the supply agency shall also be paid to the Developer on actuals, on or before the date of Possession and security deposit for electricity meter shall paid directly by the Purchaser to the supply agency for obtaining electricity meter for the Said Unit/Flat.

### d. Electricity Meter for Common Portions:

Security deposit and all other charges of the supply agency for providing electricity meter to the Common Portions, proportionately to be made payable to the Developer, on or before the date of Possession.

### e) Generator:

Stand-by power supply to the Said Unit/Flat from generators, @ Rs.40/- (Rupees Forty) per sq. ft. as mentioned in payment schedule.

### f) Betterment Fees:

Betterment or other levies that may be charged/imposed by any government authority or statutory body on the Said Property or the Said Unit/Flat and appurtenances or its sale in terms hereof,



proportionately to be made payable to the Vendor/Developer, on or before the date of Possession.

**g) Addition, alteration and Change in specification:**

That all charges in relation to any addition, alteration and/or change in any specification in the said Unit/Flat shall be borne by the purchaser. That any such change shall put forth by the Purchaser to the Developer and the Developer shall forward the same to the Architect and upon approval of the same from architect only the same shall be permissible. All and any internal change in the said Unit/Flat charges shall also be borne by the purchaser. Provided such addition & alteration shall not be deemed to be claimed as matter of right and shall be at sole discretion of the Developer to decline without assigning any reason thereof.

**h) Taxes:**

Any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Vendor/Developer from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Unit/Flat, payable to the Vendor/Developer or as directed by the Vendor/Developer.

**i) TDS:**

The Purchaser is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. As may be applicable, the Purchaser has to deduct the 1% TDS as would be informed by the Developer at the time of actual payment or credit of such sum to the account of Developer, and within 30 days of such deduction the Purchaser shall submit the original TDS certificate to Developer which shall be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Purchaser. The Purchaser agrees and undertakes that if the Purchaser fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Purchaser alone shall be deemed to be an assessee in default in respect of such tax and the Developer shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Purchaser is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Purchaser to the Developer then the amount of TDS shall be considered as receivable from the Purchaser and handover of the possession of the said Unit/Flat shall be subject to adjustment/recovery of such amount.



**j) Legal Fees, Stamp Duty and Registration Costs:**

The cost for drawing this Agreement and all further documents is Rs. 51,000/- (Rupees Fifty One Thousand Only) (**Fee**). That 50% (fifty percent) of the fee shall be paid after allotment of the flat for purpose of preparation of this agreement and the balance 50% (fifty percent) shall be paid as per the payment schedule hereunder. That Stamp duty, registration fees and any miscellaneous expense for every instance of registration and all other fees and charges, if any, shall be borne by the Purchaser and shall be paid prior to the date of registration. The fee and costs shall be paid by the Purchaser to the Developer. The Legal Advisors as appointed for the legal documentation of the Said Complex is JB & ASSOCIATES, Solicitors & Advocates having their office MMS Chambers, First Floor, 4A, Council House Street, Kolkata 700001.

**k) Interim Maintenance Charges:**

On and from the Date of Fit-Out Possession (defined in Clause 19 (f) (i) below), the Purchaser shall pay to the Developer on actual basis against proper invoice, which amount shall be utilized by the Developer and/or any interim body formed by the Developer, for providing day to day upkeep of the Common Portions from the Date of Fit-Out Possession (defined in Clause 19 (f) (i) below) till the date the Said Unit/Flat is made habitable. It is clarified that the Municipal Charges shall be levied on actual basis separately on proportionate basis.

**l) Sinking Fund:**

The Purchaser shall pay to the Developer an amount of Rs.50/- (Rupees Fifty Only) per sq. ft. of the Said Unit/Flat as one time Deposit (**Sinking Fund**) for meeting substantial or emergency maintenance and restoration of the Common Portions and Specified Facilities.

**m) Common Expenses, Maintenance Charges and Rates & Taxes:**

Proportionate share of the common expenses (**Maintenance Charges**) payable to the Developer described in the **Fourth Schedule** below (**Common Expenses**) along with Municipal Tax, surcharge, levies, cess etc. (collectively **Rates & Taxes**) from the Date of Possession Notice (defined below), upon payment of the last installment of the Consideration. It is clarified that the Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Common Portions including the Said Club. On the Date of Possession (defined in Clause 19 (f) (ii) below), the Purchaser shall pay to the Developer a sum @ Rs.36/- (Rupees Thirty Six) per sq. ft. of the Said Unit/Flat, which amount shall be utilized by the Developer and/or any interim body formed by the Developer, for defraying





Maintenance Charges and Rates & Taxes (**Maintenance Fund**) until the Association is formed for period of one year.

Provided:-

- (i) the Said Complex may be maintained through the Facility Manager/Association (defined in Clause 20 (iv) below), in which event all payments shall be made by the Purchaser to the Facility Manager/Association; and
- (ii) the supervision of maintenance of the Said Complex shall be handed over by the Developer to a body of the Complex Co-Owners, which may be a syndicate, committee, body corporate, company or association under the West Bengal Unit/Flat Ownership Act, 1972 (**Association**), as soon as be practical, so that the Association may deal directly with the Facility Manager.

- 18. Cancellation by the Purchaser after payment of allotment money:**  
The Purchaser shall have the right to cancel/ withdraw its allotment in the said Project as provided in the Act and/or as set out in Clause 24 (a) herein below. Provided that where the Purchaser proposes to cancel/withdraw, without any fault of the Developer after the payment of the allotment money, the Developer herein is entitled to forfeit 5% plus GST of the total consideration amount as cancellation charges. The balance amount of money paid by the Purchaser shall be returned by the Developer to the Purchaser within 30 days of re-allotment or resale of the said Unit / Flat new person. If the amount paid in favour of the Developer is less than the amount to be forfeited as stated above, the Developer shall have right to sue the purchaser for balance sum of money in accordance with law.

**19. Construction, Completion of Sale and Facility Manager**

**(a) Construction by Developer:**

The Developer shall construct the Said Unit/Flat in accordance with the Sanctioned Plan alongwith any modification thereto and as per the Specifications described in the **Fifth Schedule** below. The decision of the Architect along with Developer in all regards including quality and workmanship shall be final and binding on the Purchaser.

**(b) Quality, Workmanship and Acceptance of Variations etc.:**

The decision of the Developer alongwith Architect regarding quality, workmanship and variations, modifications or alterations shall be final and binding on the Purchaser. The Purchaser hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection against the Developer and/or the Architect for making such variations, modifications or alterations



**(c) No Hindrance/Disturbance:**

The Purchaser shall not do any act, deed or thing whereby the construction/development of the Said Unit/Flat and the Said Parking Space and/or the Said Complex is in any way hindered or impeded. The Purchaser hereby accepts the above and shall not raise any objection with regard thereto. Any such act of the purchaser leading to detrimental loss of Developer shall be indemnified by the said purchaser/s.

**(d) Obligation of Purchaser:**

The Purchaser shall make all payments and perform all obligations as stipulated in this Agreement and the Purchaser shall not, in any way, commit breach of the terms and conditions herein contained. The Purchaser shall submit the drawings and designs of interior decoration thereof to the Developer at or before the Possession for Fit-Out is taken by the purchaser.

**(e) Completion Date:**

Construction of the Said Unit/Flat and the Parking Space, i.e., in bare condition and as per the Specifications mentioned in this agreement, shall be done by the Vendor/Developer within 5 (Five) years from the date of commencement of construction, i.e. July 2024 (**Completion Date**) with further grace period of 6 months. The Purchaser shall not raise any claim and the Developer, and the Vendor/Developer shall neither incur any liability nor be held liable for claim of any amount by the Purchaser, if the Developer is unable to deliver possession of the Said Unit/Flat within the Completion Date, due to Circumstances of Force Majeure (defined herein under Clause 25D below).

**(f) Possession of Said Unit/Flat:**

Upon construction of the Said Unit/Flat as per the Sanctioned Plan alongwith such modification, the Developer shall handover possession of the same to the Purchaser. With regard to possession, under mentioned are the condition precedents:

**(i) Possession for Fit-Out:**

As and when the Said Unit/Flat is ready for fit-out, the Developer, shall serve a notice on the Purchaser (**Fit-Out Possession Notice**), calling upon the Purchaser to take physical possession for the limited purpose of fit-out of the Said Unit/Flat from the Developer. Before such delivery of possession for fit-out, the Purchaser shall pay to the Developer all amounts due and payable towards the Consideration and Extras and other charges and the Purchaser shall not claim possession of the Said Unit/Flat and appurtenances for fit-out till such payments are made in full. Within 15(Fifteen) days from the Date of the Fit-Out Possession Notice. The Purchaser



shall be bound to complete snagging of the Said Unit/Flat, failing which it shall be deemed that the Purchaser has taken satisfactory possession for fit-out on the 16<sup>th</sup> (Sixteen) day of the Date Of Fit-Out Possession Notice (date of actual or deemed limited physical possession for fit-out). It is clarified that the Date of Fit-Out Possession is different from the Date of Possession and the modalities ancillary thereto as morefully described in Clause below.

- (ii) Possession Notice:** Subject to the provision of Clause 19 (f) (i) above, on or before the Completion Date (which may include the period extended due to the Circumstances Of Force Majeure mentioned in Clause 25D below), the Vendor/Developer shall serve a notice, calling for possession, on the Purchaser to take exclusive physical possession of the Said Unit/Flat from the Vendor and Developer. Within 30 (Thirty) days from the date of the Possession Notice, the Purchaser shall be bound to take over exclusive physical possession of the Said Unit/Flat after fulfilling all obligations under this Agreement, including payment of all amounts due to the Vendor and Developer, failing which it shall be deemed that the Purchaser has taken possession on the 31<sup>st</sup> day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession). From the Date of Possession Notice, the Purchaser shall become liable to pay all outgoings (such as Maintenance Charges and Rates & Taxes and such other charges as applicable), irrespective of whether or not the Purchaser takes exclusive physical possession of the Said Unit/Flat. In case the deeming provision comes into force, the Purchaser confirms that the Purchaser shall not claim to be in physical possession of the Said Unit/Flat and the same shall be received by the Purchaser only upon clearing all dues and performing all obligations.

**f) Meaning of Completion:**

It shall not be obligatory for the Developer to complete the Common Portions in all respect before service of the Possession Notice to the Purchaser and the Said Unit/Flat shall be deemed to have been completed in all respect if the same is constructed as per Sanctioned Plan alongwith such modification, addition & alteration whether in bare condition or as per the Specifications.

- i. Complete Satisfaction on Possession:** On the Date of Possession, the Purchaser shall be deemed to be completely satisfied with all aspects of the Said Unit/Flat including the Land Share, the Parking Space and the



Share In Common Portions and all other amenities of the Said Complex.

- ii. Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Unit/Flat And Appurtenances, including Maintenance Charges and Rates & Taxes shall become payable by the Purchaser.

**20. Developer's/Vendor's Obligations:**

Subject to the Purchaser making payment of the Consideration, Extras and other charges in the manner stipulated in this Agreement, the Vendor and Developer hereby agree to fulfill their respective obligations, mentioned below:

- i. Construction of Said Unit/Flat And Appurtenances:** That the Developer shall construct, finish and make the Said Unit/Flat and the Parking Space as per the Sanctioned Plan and Specifications, reasonable variations excepted.
- ii. Arrangement for Utilities for Construction Work:** That the Developer shall make arrangement for water and electricity required for construction. It is clarified that during the construction/development of other portions of the Said Complex and in the event of extension of the Said Complex, the Purchaser shall not raise any objection against the Vendor and Developer and/or its collaborator or co-collaborator for using the water and electricity connection from the Said Property for the aforesaid construction/development work.
- iii. Completion of Sale:** The sale of the Said Unit/Flat shall be completed by execution and registration of conveyance in favour of the Purchaser, subject to right to easement and/or further construction, provided the Purchaser tenders in time all amounts required for the same as mentioned herein. The Legal Advisors shall draft the standard transfer documents to be used for the completion of the Sale. The Purchaser shall be bound to execute the conveyance of the Said Unit/Flat And Appurtenances on or before the Date Of Possession, failing which exclusive physical possession of the Said Unit/Flat And Appurtenances shall not be delivered to the Purchaser (although the Purchaser shall become liable for Maintenance Charges and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Purchaser.
- iv. Facility Manager:** The Developer may hand over management and upkeep of the Common Portions (including the Said Club) to a professional facility management organization (**Facility Manager**). In this regard, it is clarified as under:-
- (a) the Facility Manager shall operate, manage and render specified day-to-day services with regard to the Common Portions;





- (b) the Facility Manager shall levy and collect the Maintenance Charges;
- (c) the Purchaser shall be bound to pay the Maintenance Charges to the Facility Manager;
- (d) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Purchasers/ Unit holder and it shall be deemed that the Facility Manager is rendering the services to the Unit / Flat owners for commercial considerations; and
- (e) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and no superior rights with regard to the Common Portions shall vest in the Facility Manager.

## 21. THE CLUB

- a) **Name:-** The name of the Club to be provided in the complex shall be “**Club -The RISE**” (hereinafter said club) and the Unit/Flat purchaser in the complex shall have to have compulsory membership. The Developer reserves its right to change the name of the club at any time during the course of construction of the complex or thereafter but limited only to the date of handing over possession of the entire unit/flats.
- b) **Club Facility:** The Developer has decided to provide several amenities and facilities in the Said Complex intended for use of the Complex Co-Owners (**including the Said Club**). It is clarified that the Said Club shall mean and include all the recreational amenities and facilities provided in the Said Complex. The decision towards the amenities and facilities to be deemed as the part of the Said Club shall be final and binding on the Purchaser and the Vendor/Developer is under unequivocal obligation to carry out the same at its own costs.
- c) **Membership Obligation:** As already stated that membership of the Said Club being compulsory for the Complex Co-Owners, the Purchaser [which expression, in the context of the Said Club, means only 1 (one) person, if the number of Purchaser under this Agreement is more than 1 (one), as be nominated inter se among the other Purchasers] agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Purchaser understands and accepts that:-
  - (i) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Developer in due course and



circulated to members before the Said Club is made operational by the Developer;

- (ii) all members (including the purchaser herein) will be required to abide by the Club Rules; and
- (iii) the acceptance by the Purchaser of the Club Rules shall be a condition precedent to completion of sale of the Said Unit/Flat in terms of this Agreement.

**d) Club Membership:** The Purchaser understands and accepts that:-

- (i) membership of the Said Club shall be open only to the Complex Co-Owners;
- (ii) each Unit/Flat Owner is entitled to 1 (one) membership, irrespective of the number of owners of such Unit/Flat;
- (iii) membership is open only to individuals and/or representative duly authorized i.e. Director in case of Company, Designated Partner in case of LLP, Karta in case of H.U.F. (i.e. no corporate membership), who, for all purposes, shall be treated as the member of the Said Club;
- (iv) the Said Club can be used by the member and his/her immediate family i.e. Parents, spouse and children subject to a maximum of 6 (Six) person for Unit/Flat owner of 3 BHK and 8 (eight) persons for Unit/Flat owner of 4 BHK (that for purpose of meaning of immediate family, in case if the purchaser is a person having married son, then it shall mean and include his sons' wife and children;
- (v) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees
- (vi) in the event of further sale of the Said Unit/Flat, the membership will stand terminated and the new purchaser shall be granted a new membership at the then applicable Club Rules;
- (vii) if a Unit/Flat owner lets out his/her/its Unit/Flat, he/she/it may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by such Unit/Flat owner.

**e) Facilities at the Said Club:**



Notwithstanding anything contained in the agreement, the Purchaser understands and accepts that the Vendor/Developer shall have the sole right and discretion in planning the details and facilities of the Said Club.

**f) Commencement of Operation:**

The Vendor/Developer reasonably expects that the Said Club shall be made operational after the entirety of the Complex Building is completed and made ready. The Purchaser understands and accepts that the Completion Date of the Said Unit/Flat has no connection and correlation with the Said Club becoming operational and the Purchaser shall not raise any claim or objection in this regard.

**g) Club Manager:**

The Purchaser understands and accepts that the Said Club may, at the sole discretion of the Vendor/Developer and subject to availability, be managed and operated professionally through a club operation and management agency (**Club Manager**), to be initially engaged by the Vendor/Developer.

**h) Membership Fee, Security Deposit and Monthly Subscription:**

The Purchaser understands and accepts that the purchaser has to pay Rs. 100/- (Rupees One Hundred Only) per sq. ft. of the saleable area of the Said Unit/Flat as membership fee for membership of the Said Club to the Vendor/Developer.

**i) User Charge:**

The Purchaser understands and accepts that some facilities of the Said Club may be available for free of charge by members while other facilities shall be on a pay-per-use basis and the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Vendor/Developer.

## **22. Covenants**

### **A. Purchaser's Covenants**

The Purchaser covenants with the Vendor and Developer (which expression includes the Facility Manager/Association, whenever formed and wherever applicable) and admits and accepts that:

**a) Satisfied with Common Portions and Specifications:**

The Purchaser upon full satisfaction and with complete knowledge of the Common Portions and also the components taken into consideration the Specifications and all other



ancillaries related thereto is entering into this Agreement. The Purchaser has examined and is acquainted with the Said Complex and has agreed that the Purchaser shall neither claim any right over any portion of the Said Complex **save and except** the Said Unit/Flat and Appurtenances thereto.

**b) Mutation and Payment of Rates & Taxes:**

The Purchaser shall pay the Rates & Taxes (proportionately for the Said Complex and wholly for the Said Unit/Flat from the Date Of Possession and until the Said Unit/Flat is separately mutated and assessed in favour of the Purchaser), on the basis of the bills to be raised by the Developer or the Facility Manager/the Association (upon formation), such bills shall be conclusive proof of the liability of the Purchaser in respect thereof. That the mutation & apportionment of the said Unit/Flat shall be done at the cost of the Purchaser by the Developer or any person appointed by the developer and for the same the Purchaser shall pay the expenses and fees as may be demanded at that time in favour of the Developer or person nominated by the Developer which is separate from all other charges as stated in this Agreement. That the Purchaser shall further be liable to pay the proportionate tax of the said Unit/Flat in favour of the KMC or the concerned appropriate authority. The Purchaser further admits and accepts that he/she/it/they shall not claim any deduction or abatement in the bills of the Developer or the Facility Manager/the Association (upon formation).

**c) Purchaser's Liability to Complete Fit Out:**

In case of Bare Shell Unit/Flat, the Purchaser hereby undertakes that:

- (i) Purchaser will complete the Fit-Out as per the interior plan approved by the Developer within 12 (Twelve) months from the Date of Fit Out Possession, with a grace period of 3 (three) months and intimate the Developer about such completion; and
- (ii) in the event, the Purchaser is not able to complete the Fit-out, the Developer shall be entitled to complete the minimum Fit-Out of the Said Unit/Flat for the purpose of obtaining Completion Certificate from KMC and the Purchaser shall reimburse such cost incurred by the Developer.

**d) Purchaser to Pay Maintenance Charges:**



The Purchaser shall pay Maintenance Charges on the basis of the demand notes to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admits and accepts that:

- (i) the Purchaser shall not claim any deduction or abatement in the bills relating to Maintenance Charges; and
- (ii) Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation).

**e) Purchaser to Pay Interest for Delay and/or Default:**

The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills including the Consideration and all outgoings, raised by the Vendor/the Developer/the Facility Manager/the Association (upon formation), within 15 (fifteen) days of presentation thereof, failing which the Purchaser shall pay interest @ 18 % per annum, for the period of delay, computed from the date the payment became due till the date of payment, to the Vendor/the Developer/the Facility Manager/the Association (upon formation), as the case may be. The Purchaser also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Purchaser and the Purchaser shall be disallowed from using the Common Portions. It is clarified that incase the Purchaser does not make the payment of such bills along with the interest accrued thereon, for a continuous period of 2 (two) months, the Vendor may take recourse to terminate this Agreement in terms of Clause 12 below.

**f) Vendor's Charge/Lien:**

The Vendor shall have first charge and/or lien over the Said Unit/Flat And Appurtenances for all amounts due and payable by the Purchaser to the Vendor **provided however** if the Said Unit/Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Vendor shall stand extinguished on the financial institution clearing all dues of the Vendor and the Developer as applicable.

**g) No Obstruction by Purchaser to Further Construction:**

The Purchaser understands and agrees that there may be further construction by addition of floor upon the existing Building with approval of KMC and upon integration of additional lands (**Other Lands**) to the Said Property as a part of





the Said Complex and the Purchaser consents to the same and shall not obstruct or object to the same notwithstanding any inconvenience that may be suffered by the Purchaser due to and/or arising out of the said construction/development activity. The Purchaser also admits and accepts that the employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.

**h) No Rights of or Obstruction by Purchaser:**

All open areas in the Said Property proposed to be used for open Garage/Parking Spaces do not form part of the Common Portions within the meaning of this Agreement and the Vendor, and the Developer shall have absolute right to sale and/or otherwise deal with the same or any part thereof, if allotted or agreed to be allotted under the Agreement or otherwise.

**i) Variable Land Share and Share In Common Portions:**

The Purchaser fully comprehends and accepts that:

- (i) the Land Share and the Share In Common Portions is a notional proportion that the Said Unit/Flat bears to the currently proposed aggregate carpet area of all the Unit/Flats of the Said Complex;
- (ii) if the area of the Said Complex is recomputed then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Purchaser shall not question any variation (including diminution) therein;
- (iii) the Purchaser shall not demand any refund of all amounts paid by the Purchaser on the ground of or by reason of any variation of the Land Share and the Share In Common Portions; and
- (iv) the Land Share and the Share In Common Portions are not divisible and partable and the Purchaser shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Vendor and the Developer in their absolute discretion.

**j) Purchaser to Participate in the Formation of Association:**

The Purchaser admits and accepts that the Purchaser and other Complex Co-Owners, shall form the Association as and when deemed fit and proper by the Developer at its sole discretion through a simultaneously granted Power of Attorney given by the Purchaser to the Developer, to deal with the concerned



Authority. The Purchaser shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Purchaser shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions. Each Complex Co-Owner shall be entitled to cast a vote for the affairs of the Association. All cost and charges for formation of Association shall be borne by the Unit/Flat owner. That such cost and fees shall be paid to the Developer by the Unit/Flat purchaser as and when demanded.

**B. Purchaser's Obligation:** The Purchaser shall:

(a) **Co-operate in Management and Maintenance:**

Co-operate in the management and maintenance of the Said Complex by the Developer/the Facility Manager/the Association (upon formation).

(b) **Observing Rules:**

Observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Complex.

(c) **Paying Electricity Charges:**

pay for electricity and other utilities consumed in or relating to the Said Unit/Flat And Appurtenances and the Common Portions, from the Date Of Possession, exclusively.

(d) **Meter and Cabling:**

Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit/Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Complex Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Complex and outside walls of the Said Complex save in the manner indicated by the Developer/the Facility Manager/the Association (upon formation).

(e) **Residential Use:**

Use the Said Unit/Flat for residential purpose only. Under no circumstances shall the Purchaser use or allow the Said Unit/Flat to be used for commercial, industrial, religious, political or other non-residential purposes. The Purchaser shall also not



use or allow the Said Unit/Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place. House Helper shall be used only for residing purpose of maid servant and for no other purpose.

(f) **No Alteration:**

Not to alter, modify or in any manner change the

- (i) elevation and exterior color scheme of the Said Unit/Flat and the Said Complex; and
- (ii) design and/or the color scheme of the windows and grills of the Said Unit/Flat. In the event it is detected that the Purchaser has made any alterations/changes, the Purchaser may be penalized to compensate the Developer/the Facility Manager/the Association (upon formation) (as the case may be) to such amount of damages and compensation as estimated by the Developer/the Facility Manager/the Association (upon formation) and additional costs for restoring the same to its original state.

(g) **No Structural Alteration And Prohibited Installations:**

Not to alter, modify or in any manner change the structure or any civil construction in the Said Unit/Flat And Appurtenances or the Common Portions or the Said Complex. The Purchaser shall not install any dish-antenna on the balcony and/or windows of the Said Complex and/or on any external part of the Said Complex and/or the roof thereof save and except the location designated by the Developer/the Facility Manager. The Purchaser shall also not install any collapsible gate on the main door/entrance of the Said Unit/Flat. The Purchaser accepts that the aforesaid covenants regarding grills, air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

(h) **No Sub-Division:**

Not to sub-divide the Said Unit/Flat And Appurtenances and the Common Portions, under any circumstances.

(i) **No Changing Name:**

Not to change/alter/modify the names of the Said Complex from that mentioned in this Agreement.

(j) **No Nuisance and Disturbance:**

Not to use or permit to be used the Said Unit/Flat or the Common Portions or the Car Parking Space, in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any



disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

- (k) **No Storage:**  
Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/ Facility Manager/ Association:**  
Not to obstruct the Developer and /Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Complex and transferring or granting rights to any person in any part of the Said Complex (excepting the Said Unit/Flat and the Garage/Parking Space).
- (m) **No Obstruction of Common Portions:**  
Not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Unit/Flat and the Garage/Parking Space, if any.
- (n) **No Violating Rules:**  
Not to violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation) for use of the Common Portions.
- (o) **No Throwing Refuse:**  
Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefore.
- (p) **No Injurious Activities:**  
Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit/Flat, the Garage/Parking Space, if any and the Common Portions.
- (q) **No Storing Hazardous Articles:**  
Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit/Flat and the Car Parking Space, if any.
- (r) **No Signage:**  
Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Unit/Flat/Said Complex **save** at the place or places provided therefore **provided that** this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Said Unit/Flat.
- (s) **No Floor Damage:**  
Not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment **save** usual home appliances.



**(t) No Installing Generator:**

Not to install or keep or run any generator in the Said Unit/Flat and the Garage/Parking Space, if any.

**(u) No Use of Machinery:**

Not to install or operate any machinery or equipment except home appliances.

**(v) No Misuse of Water:**

Not to misuse or permit to be misused the water supply to the Said Unit/Flat and/or the Said Complex.

**(w) No Damage to Common Portions:**

Not to damage the Common Portions in any manner and if such damage is caused by the Purchaser and/or family members, guests, pets or servants of the Purchaser, the Purchaser shall compensate for the same.

**(x) No Hanging Clothes:**

Not to hang or cause to be hung clothes from the balconies/terraces of the Said Unit/Flat.

**C. Letting Out And Transfer Information:**

If the Purchaser lets out or transfers the Said Unit/Flat And Appurtenances post the handover of Possession, the Purchaser shall immediately notify the Developer/Facility Manager/the Association (upon formation) with regard to such let-out/Sale. Under such circumstances, a prior intimation with regard to such intention of let-out is required to be served upon the Developer through the Facility Manager or solely through the Association upon formation. Before any kind of let-out/Sale, the Purchaser is required to clear all dues including Maintenance Charges, Club Charges, KMC Taxes, etc. in respect of the Said Unit/Flat and Appurtenances, that shall be payable to the Vendor and/or the Developer/Facility Manager/Association. The Purchaser shall further give a written declaration regarding confirmation as to whom the Facility Manager shall claim for the Maintenance Charges after such let-out/Sale.

**D. No Objection to Construction:**

Notwithstanding anything contained in this Agreement, the Purchaser has accepted and is also satisfied with the Sanctioned Plan to construct/develop the Said Complex and to construct/develop on other/added portions of the Said Property and hence the Purchaser has no objection to the continuance of construction in the other portions of the Said Property/the Said Complex, even after the Date Of Possession Notice. The Purchaser accepts that inconvenience may be suffered by the Purchaser due to and arising out of the said





construction/development activity. It is clarified that the Other/Added portions shall mean the adjacent premises that may be further added to, integrated and amalgamated with the Said Property in the future, to which the Purchaser hereby gives consent.

**E. Roof Rights:**

A demarcated portion of the top roof of the Said Complex shall remain common to all Complex Co-Owners who own Unit/Flats in the Said Complex (**Common Roof**) and common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Complex shall belong to the Vendor and the Developer respectively with right of exclusive sale and the Purchaser specifically agrees not to do any act which prevents or hinders such sale. Notwithstanding, the demarcation of the top roof of the Said Complex as aforesaid, the Vendor and the Developer shall always have the right of further construction on the entirety of the top roof and the Purchaser specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Complex Co-Owners who own Unit/Flats in the Said Complex.

**F. No objection to Said Signage:**

The Purchaser gives and renders consent for raising of any hoardings, neon sign, billboards, advertisements, signage (of any size or constructed of any material, with or without illumination) with regard to the Said Complex (**Said Signage**) being erected on the roof and/or the parapet walls and/or the façade of the Said Complex and the boundary wall of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Vendor and the Developer. The Vendor and the Developer shall maintain the Said Signage at its/their own cost and the Association shall have no connection with such maintenance. If the Said Signage is illuminated, the Vendor and the Developer shall pay the actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Purchaser nor the Purchaser's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Vendor and the Developer to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing the Said Signage, the Vendor and the Developer and/or the men and agents of the Vendor and the Developer shall have the right to access to the areas in which



the Said Signage is constructed without any obstruction or hindrance either from the Complex Co-owners or the Association (upon formation) for all times to come.

### 23. Vendor`s Covenants:

The Vendor`s covenant with the Purchaser and admit and accept that:

#### a) **Completion of Sale:**

The sale of the Said Unit/Flat shall be completed by the Vendor by executing sale deed in favour of the Purchaser **provided** the Purchaser pays all amounts and fulfills all the terms and conditions as provided in this Agreement.

#### b) **No Encumbrance:**

The Vendor shall not sell and/or enter into any agreement with any person other than the Purchaser in respect of the Said Unit/Flat And Appurtenances, subject to the Purchaser fulfilling all terms, conditions and obligations of this Agreement.

#### c) **Encumbered due to Financial Obligation:**

If the Vendor has obtained finance from any financial institution against the said property and the Purchaser requires any 'No Objection Certificate' for the purpose of obtaining any loan to fulfill the Purchaser's obligations towards the Vendor, the Vendor shall be under express obligation to arrange the same from such financial institution, upon receiving written request from the Purchaser. The Vendor shall keep the Purchaser indemnified against any claim of such financial institution against the Vendor due to any default of the Vendor towards repayment of the dues on account of such finance.

#### d) **Documentation for Loan:**

The Vendor shall, at the cost of the purchaser, provide to the Purchaser copies of all available documents relating to the right, title and interest and shall also cooperate and arrange for physical inspection of the same, if available, so that the Purchaser may get loan from banks and financial institutions.

### 24. Termination and its Effect

#### a) **Breach of Purchaser's Covenants:** In the event if Purchaser

- (i) fails to make payment of any part or portion of the Consideration, Extras and other charges, or
- (ii) neglects or fails to perform the Purchaser's Covenants and/or obligations on the part of the Purchaser to be performed in



terms of this Agreement for any reason whatsoever, this Agreement shall, at the option of the Vendor, shall stand cancelled and/or rescinded. It is clarified, that the Vendor shall refund to the Purchaser all payments received till that date (excluding GST), without any interest, after deducting a sum equivalent to 5% of the Consideration amount towards cancellation charges, after being able to successfully locate a New Purchaser in respect of such Said Unit/Flat and Appurtenances, out of the sums received from the New Purchaser, without any interest whatsoever. In the event the Vendor condones the delay of any payment due under this Agreement, the Purchaser shall be liable to pay interest @ 18 % (Eighteen) p.a., for the period of delay, computed from the date the payment became due till the date of payment. However, such right to condone is exclusively vested with the Vendor and the Purchaser shall not be entitled to claim the same as a matter of right.

**b) Breach of Vendor`s Covenants:**

Without prejudice to the provisions of Clause 24 (a) above, in the event it is proved that the Vendor failed and/or neglected to perform any of the Vendor`s Covenants and further subject to the Purchaser punctually fulfilling all its obligations and covenants herein, this Agreement shall, at the option of the Purchaser, stand cancelled and/or rescinded, upon which the Vendor shall refund to the Purchaser all payments received till that date (excluding GST), after being able to successfully locate a New Purchaser in respect of Said Unit/Flat and Appurtenances, out of the sums received from the New Purchaser, without any interest whatsoever. In the event the of delay in handing over possession of the Said Unit/Flat to the Purchaser beyond the Completion Date, the Developer shall pay to the Purchaser interest @ 18 (eighteen) % p.a.

**c) Effect:**

Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 24 (a) and (b) above, the Purchaser shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Unit/Flat And Appurtenances and/or the Said Complex and/or the Said Property or any part or portion thereof and the Purchaser shall further not be entitled to claim any charge on the Said Unit/Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive.



## 25. Taxes

**A. Obligation Regarding Taxes:** In the event of the Vendor being made liable for payment of any tax, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax/GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Vendor is advised by their consultant that the Vendor is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Vendor having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Purchaser shall be liable to pay all such tax, duty, levy or other statutory liability and hereby indemnifies and agrees to keep the Vendor indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Vendor's consultant shall be paid by the Purchaser at or before the Date Of Possession.

### B. Defects

**a) Decision of Architect Final:** If any work in the Said Unit/Flat is claimed to be defective by the Purchaser, within the period as prescribed statutory period of 5 (five) years from the Completion Date, the matter shall be referred to the Architect and/or Engineer and the decision of the Architect/Engineer shall be final and binding on the Parties. If directed by the Architect/Engineer, the Developer shall at its own costs remove the defects. This will however not entitle the Purchaser to refuse to take possession of the Said Unit/Flat and if the Purchaser does so, the provisions regarding deemed possession as contained in Clauses 19 (f) above shall apply and all consequences mentioned therein shall follow.

### C. Association and Rules

- a) Rules of Use:** The Said Unit/Flat And Appurtenances shall be held by the Purchaser subject to such rules and regulations as may be made applicable by the Association from time to time.
- b) Restrictions:** The Purchaser agrees that the Purchaser shall use the Said Unit/Flat And Appurtenances subject to all restrictions as may be imposed by the Association.



#### **D. Force Majeure**

- a) The Vendor, the Confirming Parties and the Developer shall not be held responsible for any consequences or liabilities under this Agreement if they are prevented in meeting the obligations under this Agreement by reason of contingencies caused by none of the Parties and unforeseen occurrences such as acts of God, acts of Nature and acts of War, flood, drought, fire, cyclone, earthquake, (fire, insurrection, terrorist action, civil unrest and, riots, preventing the construction of the Developer (collectively **Circumstances Of Force Majeure**).
- b) The Vendor and Developer shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting to Circumstances of Force Majeure.

#### **26. Miscellaneous**

- a) **Indian Law:** This Agreement shall be subject to Indian Laws.
- b) **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- c) **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- d) **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not





be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

- e) No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- f) Right of Possession:** The right of possession of the Purchaser in respect of the Said Unit/Flat And Appurtenances shall arise only upon the Purchaser fulfilling all obligations as are contained in this Agreement.
- g) Nomination by Purchaser with Consent:** The Purchaser admits and accepts that before execution and registration of sale deed of the Said Unit/Flat And Appurtenances but only after expiry of a period of 24 (Twenty Forty) months from the date of this agreement, the Purchaser shall be entitled to nominate, assign and/or transfer the Purchaser's right, title, interest and obligations under this Agreement on payment of Rs.150/- (Rupees One Hundred and Fifty Only) per sq. ft. of the aggregate saleable area as nomination charge to the Vendor **subject to** the covenant by the nominee that the nominee shall strictly adhere to the terms of this Agreement **and subject also to** the following conditions:

**Purchaser to Make Due Payments:** The Purchaser shall make payment of all due amounts in terms of this Agreement, up to the time of nomination.

- (iii) Written Permission of Vendor:** The Purchaser shall obtain prior written permission of the Vendor regarding such nomination and the Purchaser and the nominee shall be bound to enter into an Agreement for Sale and Tripartite Nomination agreement with the Vendor.
- (iv) Additional Legal Fee:** The Purchaser shall pay an additional legal fee of Rs. 10,000/- (Rupees ten thousand) to the Vendor towards the preparation of such nomination documents.
- h) No Nomination Charges for Parent, Spouse and Children:** Subject to the approval and acceptance of the Vendor **and subject to** the above conditions, the Purchaser shall be entitled to nominate, assign and/or transfer the Purchaser's right, title and interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid nomination charge. The Purchaser admits and accepts that the Purchaser shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.



- i) Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all the terms and conditions as agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties.
- j) Compulsory Registration:** This agreement shall be subject to compulsory registration by Purchaser on payment of charges in the manner as provided in this agreement. In case if the purchaser ignores and/or is not willing to have the agreement registered, then the effect of non-registration shall be sole liability of the the purchaser.
- k) Amendments/Modifications:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- l) Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- m) Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of any Party to require due and punctual performance of any obligation by the other Party/Parties shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.

## 27. Notice

**Mode of Service:** Notices under this Agreement shall be served by email, as provided by the Purchaser, or by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected on the date of delivery, if sent by email/messenger and if sent by registered post/speed post, irrespective of refusal to accept service by the Parties, the same shall be deemed to be delivered on the date of postage.



## 28. Dispute Resolution

### **Disputes:**

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (excepting disputes which are to be expressly referred to and resolved by the Architect) (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the prevailing laws of Arbitration and Conciliation Act, 1996 (as amended by amendment Act, 2015) with modifications made from time to time. In this regard, the Parties irrevocably agree that:

- a) **Constitution of Arbitral Tribunal:** The Arbitral Tribunal prevailing laws of Arbitration with modifications made from time to time
- b) **Place:** The place of arbitration shall be Kolkata only.
- c) **Language:** The language of the arbitration shall be English.
- d) **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- e) **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Unit/Flat And Appurtenances and/or the Said Complex/Said Property without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

## 29. Jurisdiction

**District Judge and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, South 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

## 30. Stamp Duty & Setforth Value

For the purpose of stamp duty valuation, the set forth value is Rs \_\_\_\_\_, arrived at from the Consideration Price in the manner as under:



Consideration Price: Rs. \_\_\_\_\_/- Less Extras & Deposits:  
Rs. \_\_\_\_\_/- Less GST: Rs. \_\_\_\_\_ = Set-forth value: Rs.  
\_\_\_\_\_/-

**FIRST SCHEDULE**  
**(SAID PROPERTY)**

**ALL THAT** piece and parcel of land measuring about 61 Cottaha and 19 sq. ft. being presently Municipal Premises No.5/1, Nerode Behari Mullick Road, Kolkata – 700 006, P.O. Bedon Street, P.S. Maniktalla, Ward No.15, and butted and bounded as under:-

**ON THE NORTH :-** By Nerode Behari Mullick Road;

**ON THE SOUTH :-** By Premises No.5B, Nerode Behari Mullick Road;

**ON THE EAST :-** By Premises No.5B, Nerode Behari Mullick Road;  
and

**ON THE WEST :-** By Premises No.6A, Nerode Behari Mullick Road.

**SECOND SCHEDULE**

**Part – I**

**(SAID UNIT/FLAT)**

**ALL THAT** the freehold Residential Flat No. \_\_\_\_, on \_\_\_\_ (\_\_\_\_) floor, having carpet area of \_\_\_\_ (\_\_\_\_) sq. ft. more or less exclusive of EBVTH area, i.e., the Balcony area having \_\_\_\_ (\_\_\_\_) sq. ft. terrace area having \_\_\_\_ (\_\_\_\_) sq. ft. and House Helper Area measuring \_\_\_\_ sq. ft. more or less aggregating to \_\_\_\_ (\_\_\_\_) sq. ft. more or less having total area of \_\_\_\_ sq. ft. ( \_\_\_\_ sq. ft. SAF – saleable area) more or less in the Said Complex named **“THE RISE”**, to be constructed on the Said Property described in the **FIRST SCHEDULE** above and a layout of Said Flat is delineated on the **Plan** annexed hereto and bordered in color **Red** thereon.

**Part – II**

**(CAR PARKING SPACE)**



ALL THAT right to park \_\_\_\_ (\_\_\_\_) medium sized car/s on the designated car parking space area of the complex being No. \_\_\_\_\_ at Ground floor (Covered/Open to Sky/MLCP) in the Said Complex to be allotted to the Purchaser only after completion of construction of the Said Complex and a layout of Car parking space is delineated on the **Plan** annexed hereto and bordered in color **Green** thereon.

**Part – III**  
**(Transfer of Freehold Right)**

The Said Unit/Flat, as being described in **Part I** of the **SECOND SCHEDULE** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Property, as be attributable and appurtenant to the Said Unit/Flat, subject to the terms and conditions of this Agreement.

The right to park in the Car Parking Space, being the car/two wheeler Parking Space/s described in **Part II** of the **Second Schedule** above, if any.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **Third Schedule** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

**THIRD SCHEDULE**  
**(Common Areas, Facilities & Expenses)**

**At GROUND FLOOR**

Entry/Exit Gate  
Security Room  
Drive Way  
Health Trail  
Reflexology Pathways/Landscape Garden  
Multilevel Car Parking  
Tot-Lot Area  
Water Features  
Friends Corner  
Diesel Generator  
Transformer (CESC)  
Designed for Differently Able  
Electricity charging facility for Vehicles  
Reticulated Gas Bank System





**At 1<sup>st</sup> FLOOR****CLUB (THE RISE)**

Banquet Hall  
 Pool Theatre  
 Swimming Pool  
 Gaming Centre  
 Fitness Centre  
 Cards Room  
 Party Terrace  
 Open Yoga Lawn & Acupressure Section  
 Change Room near Pool  
 Admin Office  
 Ladies / Gents toilet for Club

**Above ROOF**

Roof Garden & Friends corner  
 Sitting Under Pergola  
 Solar Panel

**Others**

Lifts  
 Video Door Phone  
 Intercom  
 CCTV  
 Garbage Chute  
 Domestic Water Distribution System  
 Rain Water Harvesting Tank  
 Drainage And Sewerage Treatment Plant (Stp)  
 Water Treatment Plant (Wtp)  
 Underground Water Reservoir  
 Overhead Tank  
 Water Pipe Lines And Other Plumbing Installation  
 Pump Room & Motors Installations (Fire & Water)  
 Fire Fighting System  
 Fire Refuge Platforms  
 Ducts For Ventilation/Lift Fire/Electric/Plumbing  
 Common Passage/Lobby Of The Floor On Which The Unit Is Located.  
 All Staircases of The Complex Along With Their Full And Half Landings With  
 The Stair Covers On The Ultimate Roof.  
 Common Areas with Internal Roads.  
 Common Toilets and Bathrooms.  
 Admin Office, Security Guard And Maintenance Staff Rest Rooms.



Boundary Walls and Boundary Lights.  
Transformer Electrical Wiring Meters, Common Db, Electrical Panels  
Concealed Electrical Wiring And Fittings And Fixtures For Intercom/Epabx  
With Connections To Each Individual Flat From The Main Gate,  
Lights In The Staircase, Lobby, Admin Offices, Security Guard And  
Maintenance Staff Rest Rooms And Other Common Areas,  
Street, Landscape Area (Excluding Those As Are Installed For Any Particular  
Unit) And Spaces Required Therefore.

**(Common Expenses)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Complex, the Said Complex, the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions as described in 3<sup>rd</sup> Schedule herein in respect of the Said Complex [including the exterior or interior (but not inside any Apartment) walls] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the road network.
7. **Rates and Taxes:** Municipal Tax, Land Revenue Surcharge, Water Tax and other levies for the Said Complex **save** those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.



9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

**FOURTH SCHEDULE**  
**(Payment of consideration & extras)**  
)

**6. CONSIDERATION:**

**PART - I**

Consideration Money for the Unit along with right to use (_____) ..... Car parking (Unit Price)	
GST (based on current prevalent rates)	
Total	

**PART - II**

The mentioned amount in **Part - II** shall be paid at the time of the Possession:

Utility Charges such as DG connection, Electricity etc.	
Club Membership	
GST (based on current prevalent rates)	
Total	
<b>Net Total (Part - I &amp; II)</b>	

**(INSTALLMENTS)**

SI.	Total Consideration*	Amount to be paid (in Rupees)
1	On Application.	Rs. 5,00,000/-
2	On Allotment (including booking amount).	10% of total Consideration + 50% of Legal Fees + 50% Club Membership + 50% of Utility Charges
3	On Completion of piling.	10%
4	On Completion of foundation.	10%
5	On Completion of 4 <sup>th</sup> floor roof casting.	10%
6	On Completion of 7 <sup>th</sup> floor roof casting.	5%
7	On Completion of 10 <sup>th</sup> floor roof casting.	5%
8	On Completion of 14 <sup>th</sup> floor roof casting.	5%
9	On Completion of 17 <sup>th</sup> floor roof casting.	5%
10	On Completion of brick work of Your Flat.	10%
11	On Completion of outside plaster work.	5%
12	On Completion of inside plaster work of Your Flat.	5%
13	On Completion of Flooring work of Your Flat.	10%
14	On Intimation of Possession	i) 10% of total Consideration + 50% of Legal Fees + 50% Club Membership + 50% of Utility Charges.
		ii) Interest Free Maintenance Security + Interest Free Corporation Tax Deposit + Sinking Fund (GST as applicable).
		iii) Stamp Duty, Registration Charges, Govt. Taxes and levies.

**Extras & Deposits:-**



SL.	Total Consideration	Amount to be paid (in rupees)**
I	Club Charges	100 per sq. ft
Ii	Utility Charges such as DG connection, Electricity etc.	75 per sq. ft
Iii	Legal Charges	51000/- per unit
Iv	Sinking Fund	50 per sq. ft
V	Interest Free Corporation Tax Deposit (IFKMC)	3 per sq ft *12 months = Rs 36 per sq ft
Vi	Interest Free Maintenance Security (IFMS)	3 per sq ft *12 months = Rs 36 per sq ft
Vii	CESC meter and connection charges (On Intimation of Possession)	On actual
Viii	Stamp duty, Registration Charges, Incidental Expenses, Govt. Taxes and levies, and other charges.	As applicable

**\*\*GST as applicable\*\***

<b>OTHER IMPORTANT TERMS &amp; CONDITIONS</b>
Cancellation Charges of Rs.25/- per sqft + GST as applicable to be deducted if cancelled within 30days of application.
Cancellation charges after receive of allotment money of the flat will be 5%+ GST as applicable of total consideration.
Late payment interest @12% per annum+ GST as applicable for first 3 months. After 3 months cancellation of unit with 5%+ GST as applicable deduction on Total Consideration.
The Company does not undertake and entertain any Cash transactions for any matter.
Nomination charges @ Rs. 150 /-sqft+ GST as applicable allowed only after 12 months of booking. Lock In Period -12 Months from the date of allotment.
<b>Disclaimer: Taxes both present and future as applicable such as GST shall be paid as and when demanded by the developer. Above Payment Schedule, Terms &amp; Conditions or any other details can be changed altered and / or modified at any time at the sole discretion of the Developer.</b>

## **FIFTH SCHEDULE**

### **(Specification)**

## **Green Building 'Platinum'pre certification\***

### **Specification**

<b>STRUCTURE</b>	<b>Foundation</b>	RCC Substructure on Piles
	<b>Super Structure</b>	RCC framed structure with ductile detailing
	<b>Walls</b>	Fly Ash/Red Brick/ACC Blocks
<b>WALL FINISHING</b>	<b>Exterior</b>	Glass/Textured/Cement based Paints as per Architect's Design
	<b>Interior</b>	Plaster of Paris/ Putty
	<b>Toilets</b>	Vitrified Tiles on the wall upto ceiling height
	<b>Kitchen</b>	Vitrified Tiles Dado up to 2' from the platform
<b>FLOORING</b>	<b>Bedrooms</b>	Vitrified Tiles
	<b>Living &amp; Dining</b>	Vitrified Tiles
	<b>Kitchen</b>	Anti-skid Ceramic/Vitrified Tiles



	<b>Toilets</b>	Anti-skid Ceramic/Vitrified Tiles
	<b>Floor Lobby</b>	Marble/ Vitrified Tiles
	<b>Entrance Lobby</b>	Imported Marble/ Granite/ Tiles
	<b>Staircase</b>	Marble/ Vitrified Tiles/ Stones
	<b>Parking</b>	Cemented/ Tiles
<b>OTHER FINISHES</b>	<b>Kitchen Counter</b>	Granite counter-top with honed edges Stainless Steel Sink Provision for Chimney
<b>DOORS &amp; WINDOWS</b>	<b>Doors</b>	Quality wooden frames with flush doors  Brass/ Stainless steel locks & hinges Night latch & eyepiece
	<b>Window</b>	Fully Glazed Aluminum/ UPVC window
<b>ELECTRICAL</b>		Provision for adequate light and fan points Provision for TV& Telephone in all the Bedrooms & Living/Dining . Concealed copper wiring with modular switches. Adequate 5/15 amp. Points in all areas
<b>PLUMBING</b>		Superior quality sanitary/ basin & CP fittings (Jaquar or Equivalent) Provision for Geyser in all the toilets& Washing Machine in Balcony. Concealed plumbing & pipe-works
<b>ELEVATORS</b>		3 Lifts (2 passenger & 1 stretcher type) (Toshiba or Mitsubishi or Equivalent)
<b>AIR-CONDITIONING (VRF SYSTEM)</b>		Outdoor unit space Copper pipe line  Waste water line
<b>GAS BANK (KITCHEN)</b>		Reticulated gas pipe line
<b>SECURITY &amp; SAFETY</b>		CCTV monitoring for all common areas  Modern Fire Fighting System Refuge Platform Video Door Phone/ Intercom system connected with reception, security & other apartments

**The above specification and amenities are tentative and may be changed or modified at the sole discretion of the Developer and/or for technical reasons.**

**IN WITNESS WHEREOF** the Parties have executed and delivered this Agreement on the date mentioned above.






**EXECUTED SEALED AND DELIVERED**  
by the Authorized Signatory of  
**VENDORS** at Kolkata in the presence of:

**EXECUTED AND DELIVERED** by the  
Authorized Signatory of the  
**DEVELOPER** at Kolkata in the presence  
of:

**EXECUTED AND DELIVERED** by the  
**PURCHASERS** at Kolkata in the  
presence of:

**Drafted by :-**

**Advocate**  
**High Court Calcutta**  
**Enrl. No.**

  
*Jul 10/2021* *SA*