

DRAFT

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed at Kolkata on this ____ day of _____ 2021 [TWO THOUSAND AND TWENTY ONE] B-E-T-W-E-E-N

CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANIZATION [CGEWHO] [PAN AAATC1861B], having Registration No. S/21181, registered under the Societies Registration Act 1860 (is an autonomous body of the Ministry of Housing & Urban Affairs, Government of India, specifically created for execution of housing projects for Central Government Employees, on 'No Profit No Loss' & 'self-financing' basis throughout country), having its registered office at 6th Floor, A Wing, Janpath Bhawan, Janpath, New Delhi - 110001 and its Site Office at Kendriya Vihar (Phase III) (Near to IIM, Joka), Sarmasterchak and Daultpur, Post Office - Pailan Hat, Police Station - Bishnupur, District - 24 Parganas (South), PIN Code - 700104, hereinafter referred to as the **VENDOR/CGEWHO** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office successors-in-interest and/or assigns), represented by its Project-in-Charge and Constituted Attorney **MR. _____**, son of _____, working for gain at Kendriya Vihar (Phase III) (Near to IIM, Joka), Sarmasterchak and Daultpur, Post Office - Pailan Hat, Police Station - Bishnupur, District - 24 Parganas (South), PIN Code - 700104, of the **ONE PART**

AND

[1] _____ [PAN _____] [AADHAAR _____], son of Sri _____, by faith - Hindu, by occupation - Service, residing at _____, Post Office - _____, Police Station - _____, Kolkata - _____, hereinafter referred to as the **ALLOTTEE/PURCHASER** (which term or expression shall unless be excluded by or repugnant to the subject or context shall be deemed to mean and include their heirs, heiresses, legal representatives, administrators, executors, nominees and/or assigns) of the **OTHER PART**

DEFINITIONS under WBHIRA, 2017

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

- a) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) **"Roles"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengali Housing Industry Regulation Act, 2017;
- c) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017,
- d) **"Section"** means a section of the Act.

W-H-E-R-E-A-S:

- A. The **"Terms"** or **"Definitions"** used in this agreement unless there is anything in the subject or context inconsistent with the following expressions shall have the meaning assigned against them and the same are morefully mentioned in the **First Schedule** hereunder written.
- B. The CGEWHO herein have acquired right title and interest under eleven registered Deeds of Conveyance all dated 29th day of June 2020 into or upon **all that** the piece and parcel of Bastu Land and/or Homestead Land measuring **240.14 Decimals** more or less lying and situated at Moujas - Daulatpur and Sarmasterchak, J.L. Nos. 17 and 79 respectively and within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub Registration Office Bishnupur 24 Parganas (South) and within the local limits of the Kulerdari Gram Panchayat and in the District of 24 Parganas (South) (hereinafter referred to as the said

Plots of Land), a detailed particulars of the several registered deeds of transfer under which the CGEWHO has acquired right title and interest into or upon the said Plots of Land are recorded in a table (hereinafter referred to as the said **Devolution of Title**) (which is morefully and particularly described and mentioned in the **Second Schedule** hereunder written).

- C. Pursuant to acquiring right title and interest under the several Deeds of Sale all registered on the 29th day of June 2020, particulars whereof are morefully described and mentioned in the **Second Schedule** hereunder written, the Vendor herein thus became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Plots of Land and recorded its name in the records of right of the Government of West Bengal upon payment of proportionate revenue at the Office of the BL & LRO Bishnupur 24 Parganas (South) and also mutated its name in the records of the Kulerdari Gram Panchayat upon payment of proportionate rates and taxes as applicable.
- D. The said several Plots of Land are contiguous to each other and the same are capable of being amalgamated and as such have been amalgamated into a single independent chunk of land being **ALL THAT** the piece and parcel of Homestead Land (Bastu) measuring **138.14 Decimals** out of **240.14 Decimals** more or less comprised in **R.S./L.R. Dag No. 23** measuring **2.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4656**) **AND R.S./L.R. Dag No. 27** measuring **12.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian Nos. 4663, 4655 & 3105**) **AND R.S./L.R. Dag No. 28** measuring **35.63 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 2150, 2151, 4654, 4168, 4236 & 4659**) **AND R.S./L.R. Dag No. 29** measuring **6.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4177**) **AND R.S./L.R. Dag No. 30** measuring **23.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4237, 4231, 4227 & 4880**) **AND R.S./L.R. Dag No. 31** measuring **20.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4229, 2949 & 4880**) **AND R.S./L.R. Dag No. 32** measuring **17.51 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4650 & 4649**) **AND R.S./L.R. Dag No. 49** measuring **22.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 3138, 4178, 4176 & 4662**) lying and situated at Mouja Daulatpur, J.L. No. 79 and within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub Registration Office Bishnupur 24 Parganas (South) and within the local limits of the Kulerdari Gram Panchayat and in the District of 24 Parganas (South) **AND ALL THAT** the piece and parcel of Homestead Land (Bastu) measuring **102.00 Decimals** out of **240.14 Decimals** more or less comprised in **L.R. Dag No. 114** (corresponding to **R.S. Dag No. 115**) measuring **18.00 Decimals** more or less corresponding to **L.R. Khatian No. 688** (previous **L.R. Khatian No. 552 & 551**) **AND L.R. Dag No. 115** (corresponding to **R.S. Dag No. 116**) measuring **22.00 Decimals** more or less corresponding to **L.R. Khatian No. 688** (previous **L.R. Khatian No. 571, 617 & 573**) **AND L.R. Dag No. 116** (corresponding to **R.S. Dag No. 117**) measuring **62.00 Decimals** more or less corresponding to **L.R. Khatian No. 688** (previous **L.R. Khatian No. 616, 614, 550, 553, 549, 554, 614 & 615**) lying and situated at Mouja Sarmasterchak, J.L. No. 17 and within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub Registration Office - Bishnupur 24 Parganas (South) and within the local limits of the Kulerdari Gram Panchayat and in the District of 24 Parganas (South) (hereinafter collectively referred to as said **Premises**) (which is morefully and particularly described and mentioned in the **Third Schedule** hereunder written).
- E. The said Premises is connected to the National Highway and/or the Diamond Harbour Road through a common passage and/or a link road and the Vendor herein simultaneously with acquiring right title and interest in the said Premises has also become well and sufficiently entitled to all such transferable right or interest or easement including and not limited to the right to pass and re-pass through the common passage and/or the link road and also to facilitate the construction, erection and/or laying all essential services to the said Premises such as laying electrical cables, communication cables, water lines, drainage lines, water reservoirs, pipelines, sewerage lines etc. through the common passage and/or the link road to the said Premises.

- F. In augmentation of a scheme for development of a residential complex at the said Premises, CGEWHO has appointed and delegated the work of construction of the proposed residential complex in favour of the construction agency i.e. M/s. P S Group Realty Pvt. Ltd. to construct and erect the proposed residential complex comprising of several self contained flats/dwelling units/apartments and car/two wheeler parking space and constructed space capable of being held and enjoyed independent of each other, on the said Premises.
- G. Under a resolution dated _____ adopted in the meeting of the Members of the Board of Administrators of the said CGEWHO wherein it was resolved that the CEO, CGEWHO and/or such other competent Member of the Board of Administrators shall sign execute and register a General Power of Attorney registered at the Office of the _____ and recorded in Book No. IV, Volume No. ____, Pages ____ to ____ **Being No. _____** for the year 2021 thereby delegating necessary powers in favour of the Project-in-Charge (hereinafter referred to as the said **Constituted Attorney**) to sell, transfer and convey all that the flats/apartments/dwelling units together with the car/two wheeler parking spaces and/or constructed spaces proposed to be constructed at the said Premises and for such purposes to sign and execute all such Agreements for Sale and/or Deeds of Conveyance and appear before the concerned registering authority for the purpose of presentation and registration of the Agreements for Sale and/or Deeds of Conveyance and also to do all such acts, deeds or things that may become necessary to be done for the purpose of effectively carrying out the work of development of the proposed residential complex.
- H. Pursuant to the turnkey contract dated _____ entered into between P S Group Realty Pvt. Ltd. and CGEWHO, the said P S Group Realty Pvt. Ltd. has caused a map or plan to be sanctioned by the concerned department of the Zilla Parisad South 24 Parganas being building **Sanction No. 420/550/4/REV/KMDA dated 16th October, 2020** together with all such subsequent modification and/or alteration made in the said plan, if any (hereinafter collectively referred to as the said **Plan**) and accordingly obtained necessary permissions approvals consents and/or sanctions for construction of the said residential complex to be known distinguished and identified as "**CGEWHO Kendriya Vihar – III**" comprising of four building blocks and each building block being ground plus twelve storied building proposed to be constructed at the said Premises (hereinafter collectively referred to as the said **Residential Complex/ Residential Project**) and each building block comprising of several self contained flats/units/apartments capable of being held and enjoyed independent of each other and dedicated car/two wheeler parking spaces and constructed spaces at the ground floor of the said Premises (hereinafter referred to as the said **Flats/Dwelling Units/Apartments**).
- I. In the meantime the concerned department of the Zila Parishad South 24 Parganas has granted and issued necessary Commencement Certificate dated _____ bearing registration No. _____ thereby recording commencement of the work of development of the proposed Residential Complex.
- J. The said CGEWHO has registered the said Residential Complex under the relevant provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on ___ day of _____ 2020 under Registration No. _____.
- K. The common areas of the said housing complex, inter alia, will have amenities and facilities, which are situated within the said Premises and are being constructed thereon and shall form part or portion of the said Residential Complex are earmarked and/or is meant to be used in common by all the occupants of the Residential Complex, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Residential Complex on the said Premises, as the case may be. The details of the common areas available for use in common by all the occupants of the said Residential Complex are morefully and particularly mentioned and described in the **Part-I and Part-II of the Fourth Schedule** hereunder written (hereinafter collectively referred to as the said **Common**

Areas, Facilities and Amenities).

- L. The said CGEWHO has already undertaken development of the said Residential Complex known as “**CGEWHO Kendriya Vihar – III**” inter alia consisting of (i) four buildings/blocks and each consisting of a Ground + twelve (G+12) storied residential building and each building/block being identified and distinguished as Building Block No. I-C, Building Block No. II-B, Building Block No. III-B and Building Block No. IV-B and dedicated parking Space, being constructed upon the said Premises (which is morefully and particularly described and mentioned in the **Third Schedule** hereunder written) and is being referred to as the said **Residential Complex/Residential Project** and in the meantime the said proposed project has been registered as a residential complex with the West Bengal Housing Industry Regulatory Authority (hereinafter referred to as the said **Authority**) under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- M. The Allottee had applied for a dwelling unit/flat in the said Residential Complex vide application No. _____ dated _____ and have been allotted Type - ____ Vide Registration No. _____ Residential Flat/Apartment No. ____, on the _____ floor, having Super Built-up area of ____ **Square Feet** more or less and corresponding Built-up area of ____ **square feet** more or less and corresponding carpet area of ____ **square feet** more or less, morefully and particularly described and mentioned in the **Part-I of the Fourth Schedule** hereunder written (hereinafter referred to as the said **Flat**) in Building Block No. ____ together with the permission to park in the parking and together with undivided proportionate share or interest in the common areas of the said Residential Complex, the said common areas of the Residential Complex being described in **Part-I of the Fifth Schedule** hereunder written (hereinafter referred to as the said **Common Areas**).
- N. The principal and material aspects of the development of the residential Complex (as defined hereunder) by the CGEWHO/Vendor are briefly stated below :-
- (i) The said Residential Complex known as “**CGEWHO Kendriya Vihar – III**” inter alia consisting of four buildings blocks and each consisting of a Ground plus twelve (G+12) storied residential building and each building block being identified and distinguished as Building Block No. I-C, Building Block No. II-B, Building Block No. III-B and Building Block No. IV-B and each building block having its dedicated car/two wheeler parking area, being constructed upon the said Premises (which is morefully and particularly described and mentioned in the **Third Schedule** hereunder written) and forms parts or portions of the said Residential Complex.
 - (ii) The said CGEWHO is undertaking the development of the said Residential Complex in the manner as recited hereinabove.
 - (iii) The Allottee agrees that the CGEWHO shall be entitled to provide and designate certain common areas and facilities appurtenant to flats/apartments in the said Residential Complex as common areas and facilities, the usage whereof shall be for the Allottees of such flats/apartments. The Allottee agrees not to use the limited areas and facilities which includes the parking space identified for other Allottees/Co-owners nor shall the Allottee have any claim of any nature whatsoever with respect to the limited areas and facilities identified for other Allottees/Co-owners and/or the usage thereof. The common areas and common amenities and facilities in the said Residential Complex that may be usable by the Allottees and other Allottee/s are listed in the **Fifth Schedule** hereunder written.
- O. The Allottees agree and accepts that the exact location and identification of the said Parking Space (if any) may be finalized by the CGEWHO only upon completion of the said Residential Complex in all respects.
- P. It is hereby agreed that the Application Form shall be deemed to be a part of this Agreement and

as such simultaneously with the execution of this Agreement the contents of the Application Form shall be deemed to have merged with the present Agreement.

- Q. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- R. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Residential Project.
- S. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- T. The Allottee(s) has/have been made aware and has/have unconditionally agreed that the occupants of apartments in the said Project shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the Project which are meant or allowed by the CGEWHO for use and enjoyment by such other third parties.
- U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the CGEWHO hereby agree to transfer their right title and interest in the Apartment together with the pro rata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee(s) hereby agree(s) to purchase the said Apartment.
- V. It has been agreed by the parties that the Association of all the Allottee(s) of all the blocks/towers in the said Residential Complex as and when the said Residential Complex is completed in its entirety shall own in common all such common areas, amenities, facilities and installations of the Residential Complex together with all easements, rights and appurtenances belonging thereto.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the said CGEWHO agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Flat, described in the **Part-I of the Fourth Schedule** hereunder written.
- 1.2 The Total Price payable for the said Flat and the Payment Plan is morefully and particularly mentioned and described in the **Sixth Schedule** hereunder written.

Explanation:

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

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

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

- (iii) The CGEWHO shall periodically intimate in writing to the Allottee, the amount payable as stated in the **Sixth Schedule** hereunder written and the Allottee shall make payment demanded by the CGEWHO within the time and in the manner specified therein. In addition, the CGEWHO shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of the said Flat includes recovery of price of land, construction of the common areas, internal development charges, external development charges, cost of providing electrical wiring, electrical connectivity to the said Flat, lift, water line and plumbing, finishing with paint the exterior of the blocks/towers, tiles, doors, windows and fire-fighting equipment in the common areas, and other charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat/Apartment and the said Residential Complex.
 - (v) **TDS:** If applicable, the tax deductible at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the Total Price except Extra and Deposits payable to the CGEWHO and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper certificate thereof to the CGEWHO within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper certificate thereof is not provided to the CGEWHO, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.
- 1.3 The Total Price is free from all escalations, save and except escalations/increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the Competent Authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local Bodies/Government from time to time. The CGEWHO undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the Competent Authority/Local Bodies/Government, the CGEWHO shall enclose the said notification/order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the said Residential Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the Residential Complex by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee shall make the payment as per the payment plan set out in the **Sixth Schedule** hereunder written (hereinafter referred to as the said **Payment Plan**).
- 1.5 On joining of the scheme, if a beneficiary pays the total cost of dwelling unit within 90 (ninety) days of the issue of the allotment letter, a rebate of 5% will be given on the amount which is yet to be called/demanded by CGEWHO from the beneficiaries of the scheme subject to approval of

CEO/CGEWHO. However, upon completion of said Residential Complex the beneficiary shall be liable to pay final instalment as defined in Payment Plan.

- 1.6 It is agreed that the CGEWHO shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities morefully and particularly described and mentioned in the **Part-II of the Fourth Schedule** and the **Part-II of the Fifth Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which Transfer is effected) in respect of the said Flat, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the CGEWHO may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The CGEWHO shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition alterations.
- 1.7 The CGEWHO shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building Block is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the CGEWHO. If there is reduction in the carpet area then the CGEWHO shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the flat allotted to the Allottee, the CGEWHO shall demand additional amount from the Allottee towards the Total Price, which shall be payable by the Allottee prior to taking possession of the said flat. It is clarified that the payments to be made by the CGEWHO and/or Allottee, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.
- 1.8 Subject to Clause 9.3 of this Agreement, the CGEWHO agrees and acknowledges that the Allottee shall have the following rights to the said Flat:
 - (i) The Allottee shall have exclusive entitlement of the said Flat.
 - (ii) The Allottee(s) shall also have right to use the Common Areas to be transferred to the association of Allottees, undivided prorata share in such Common Area of the said Project is included in the Apartment as per applicable laws. Since the share/interest of the Allottee(s) in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee(s) shall use all Common Amenities & Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the CGEWHO shall hand over the Common Amenities & Facilities to the association of Allottees after duly obtaining the completion certificate from the competent authority for the Project. Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
 - (iii) That the computation of the price of the Flat/Apartment includes recovery of price of land, construction of not only the Flat/Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring to facilitate electrical connectivity to the Apartment, lift, water line and plumbing, finishing with painting the exterior of the blocks/towers, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat/Apartment and the Residential Complex;
 - (iv) The Allottee has the right to visit the Residential Project site to assess the extent of development of the Residential Complex and his apartment, subject to prior consent of the

Project Manager and complying with all safety measures while visiting the site without in any way interfering with the construction activities or finishing work.

- (v) The CGEWHO will not entertain any request for modification in the layouts of the Flat/Apartment and external facade of the Blocks/Towers and common areas including common facilities and amenities.

- 1.9 It is made clear by the CGEWHO and the Allottee agrees that the said Flat along with the said parking space shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in clause "R" of the recital (including all its sub-clauses), it is agreed that the Residential Complex is an independent, self-contained project covering the said Land/Premises (mentioned and described in the **Third Schedule** hereunder written) and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Residential Project's facilities and amenities shall be available for use and enjoyment of the Allottee as expressly mentioned in this Agreement.
- 1.10 The CGEWHO agrees to pay all outgoing before transferring the physical possession of the flat to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, khajna or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Residential Project). If the CGEWHO fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the CGEWHO agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum equivalent to 10% (ten percent) of the total price as booking amount being part payment towards the Total Price of the said Flat which includes token amount/any advances paid at the time of application, the receipt of which the CGEWHO hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Flat as prescribed in the Payment Plan (morefully mentioned and described in the **Sixth Schedule** hereunder written) as may be demanded by the CGEWHO within the time and in the manner specified therein. **PROVIDED THAT** if the Allottee delays in payment towards any amount which is payable, they shall be liable to pay Interest (as defined hereinafter) from the date of such default until payment.

2. **MODE OF PAYMENTS:**

- 2.1 Subject to the terms of this Agreement and the CGEWHO abiding by the construction milestones as expressly mentioned in this Agreement, the Allottee shall make all payments, on written demand by the CGEWHO, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the CEO, CGEWHO payable at New Delhi.

Payments in cash or cheque from individual account will not be accepted. However, Cheque from the GOI Organizations/Employer(s)/ Bank(s)/Financial Institution(s) will be accepted for those who are availing HBA/Housing loan.

Beneficiaries making payment through NEFT/RTGS or through Payment Gateway are required to forward details through Whatsapp or SMS to Mobile _____ or mail it to [scheme specific mail id will appear] in following format :

- Name of the Beneficiary :
- Registration Number of Scheme :
- Date of Transfer :
- Amount of Transfer :
- UTR / Reference Number (generated / issued by bank from amount transferred) :
- CGEWHO Account Number in which amount has been transferred :

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/transfer of immovable properties in India etc. and provide the CGEWHO with such permission, approvals which would enable the CGEWHO to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The CGEWHO accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall undertake to keep the CGEWHO fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the CGEWHO immediately and comply with necessary formalities if any under the applicable laws. The CGEWHO shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said flat applied for herein in any way and the CGEWHO shall be issuing the payment receipts in favour of the Allottee only.

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

- 4.1 The Allottee authorizes the CGEWHO to adjust appropriate all payments made by him/her/their under any head(s) of dues against lawful outstanding of the Allottee against the said Flat, if any, in his/her/their names and the Allottee undertake not to object/demand/direct the CGEWHO to adjust his/her/their payments in any other manner whatsoever.

5. **TIME IS ESSENCE:**

- 5.1 The CGEWHO shall abide by the time schedule for completing the Residential Project as disclosed at the time of registration of the Residential Project with the Authority and towards handing over the said flat to the Allottee and the common areas of the Residential Complex (morefully and particularly described and mentioned in the **Part-I of the Fifth Schedule** hereunder written) to the association of Allottees of the said Residential Complex, upon its formation and registration.

6. **CONSTRUCTION OF THE RESIDENTIAL COMPLEX/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:**

6.1 The Allottee have seen the proposed layout plan, specifications, amenities and facilities of the said Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the CGEWHO. The CGEWHO shall develop the Residential Complex in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The CGEWHO undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the sanctioning authority and shall not have an option to make any variation/alteration/modification in such plans of the Residential Complex, other than in the manner provided under the Act and breach of this term by the CGEWHO shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any force majeure events or to improve or protect the quality of construction, the CGEWHO, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the CGEWHO shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the **Part-II of the Fourth Schedule** of this Agreement.

7. **POSSESSION/COMPLETION OF THE FLAT/APARTMENT:**

7.1 **Schedule for possession of the said Flat/Apartment** - The CGEWHO agrees and understands that timely delivery of possession of the said Flat/Apartment to the Allottee and the common areas of the Residential Complex to the association of Allottee (upon its formation and registration) is the essence of the Agreement. The CGEWHO assures to hand over possession of the said Flat/Apartment along with ready and complete common areas of the Residential Complex (morefully and particularly described and mentioned in the **Part-I of the Fifth Schedule** hereunder written) with all specifications (morefully and particularly described and mentioned in the **Part-II of the Fourth Schedule** hereunder written) in place on **March 2025** with a grace period of **six months** for (1) Building Block No. I-C, (2) Building Block No. II-B, (3) Building Block No. III-B and (4) Building Block No. IV-B (hereinafter referred to as the said **Completion Date**), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Residential Complex or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the CGEWHO so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement (hereinafter referred to as the said **Force Majeure Events**). If, however, the completion of the Residential Complex is delayed due to the Force Majeure conditions then the Allottee agrees that the CGEWHO shall be entitled to the extension of time for delivery of possession of the Flat/Apartment PROVIDED THAT such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agree and confirm that, in the event it becomes impossible for the CGEWHO to implement the Residential Project due to Force Majeure conditions, then this allotment shall stand terminated and the CGEWHO shall refund to the Allottee the entire amount (less any taxes collected from the Allottee) received by the CGEWHO from the allotment, within forty five days from the date of intimation to the Allottees by CGEWHO recording its inability to implement the Residential Project. The CGEWHO shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agree that he/she/they shall not have any rights or claims or demands etc. against the CGEWHO and that the CGEWHO shall be released, discharged and absolved from all its obligations and liabilities under this Agreement and be kept indemnified saved and harmless against any suits actions proceedings claims demands damages losses or impositions arising therefrom.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges

with the appropriate authorities concerned shall not be refunded by the CGEWHO and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.2 **Procedure for taking possession** - The CGEWHO, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the said Flat/Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate (hereinafter referred to as the **POSSESSION DATE/DATE OF COMMENCEMENT OF LIABILITY**) subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The CGEWHO agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the CGEWHO. The Allottee, after taking possession, agree(s) to pay the maintenance charges (morefully and particularly described and mentioned in **Seventh Schedule** hereunder written) as determined by the CGEWHO/Association of Allottees, as the case may be from the date of the issuance of the completion certificate for the Residential Complex. The CGEWHO shall hand over the photocopy of completion certificate of the Residential Complex to the Allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of Flat/Apartment** - Upon receiving a written intimation from the CGEWHO as mentioned in Clause 7.1 above, the Allottee shall take possession of the said Flat/Apartment from the CGEWHO by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the CGEWHO shall give possession of the said Flat/Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.1 above, such Allottee shall continue to be liable to pay Interest (as defined hereinafter) on amount due and payable in terms of this Agreement, maintenance charges, khajna and statutory tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the said Flat/Apartment shall become applicable.
- 7.4 **Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Residential Complex to the Allottee, it shall be the responsibility of the CGEWHO to hand over the necessary documents and plans, including Common Areas of the Residential Complex (morefully and particularly described and mentioned in the **Part-I of the Fifth Schedule** hereunder written), to the Association of Allottees, upon its formation and registration;

Provided that, in the absence of any local law, the CGEWHO shall handover the necessary documents and plans, including Common Areas of the Residential Complex (morefully and particularly described and mentioned in the **Part-I of the Fifth Schedule** hereunder written) to the Association of Allottees within thirty days after formation and registration of the Association of Allottees.

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

Provided that where the Allottee after registration of the agreement for sale proposes to cancel/withdraw from the Residential Project without any fault of the CGEWHO, the CGEWHO herein is entitled to forfeit the entirety of the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

- 7.6 **Compensation** - The CGEWHO shall compensate the Allottee in case of any loss caused to him due to defective title of the said Premises, on which the Residential Complex is being developed or has been developed, in the manner as provided under the Act and the claim for Interest as defined hereinafter) and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the CGEWHO fails to complete or is unable to give possession of the said Flat/Apartment (i) in accordance with the terms of this Agreement, duly completed within the Completion Date specified in Clause 7.1; or (ii) due to discontinuance of its business as a CGEWHO on account of suspension or revocation of the registration under the Act, or for any other reason, the CGEWHO shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Residential Project without prejudice to any other remedy available, to return the total amount received by the CGEWHO in respect of the Flat/Apartment, with Interest(as defined hereinafter) including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Residential Project, the CGEWHO shall pay the Allottee Interest (as defined hereinafter) for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the CGEWHO to the Allottee within forty- five days of it becoming due.

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

8,1 The CGEWHO hereby represents and warrants to the Allottees as follows:

- (i) The CGEWHO has absolute, clear and marketable title with respect to the said Premises; the requisite authority and rights to carry out development upon the said Premises and/or the said Residential Complex and absolute, actual, physical and legal possession of the said Premises and/or the said Residential Complex.
- (ii) The CGEWHO has lawful rights and requisite approvals from the competent Authorities to carry out development of the Residential Complex.
- (iii) There are no encumbrances upon the said Premises and/or the said Residential Complex save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority.
- (iv) There are no litigations pending before any Court of law or any other quasi-judicial authority or authorities with respect to the said Premises and/or the said Residential Complex;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Residential Complex, the said Premises and the said Flat/Apartment are valid and subsisting and have been obtained by following due process of law. Further, the CGEWHO has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Residential Complex, the said Premises, the said Flat/Apartment, the said Building/Block and Common Areas of the Residential Complex till the date of handing over of the Residential Complex to the Association of Allottees/Owners;
- (vi) The CGEWHO has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The CGEWHO has not entered into any agreement for Sale and/or any other agreement/arrangement with any person or party with respect to the said Flat/Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The CGEWHO confirms that the CGEWHO is not restricted in any manner whatsoever from selling the said Flat/Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the CGEWHO shall handover lawful, vacant, peaceful, physical possession of the said Flat/Apartment to the Allottee and the Common Areas of the said Residential Complex to the Association of Allottees/Co-owners, upon the same being formed and registered;
- (x) The said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;
- (xi) The CGEWHO has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Residential Complex to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with common areas of the Residential Complex (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees/Co-owners or not;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Premises) has been received by or served upon the CGEWHO in respect of the said Premises and/or the Residential Complex.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1. Subject to the Force Majeure clause, the CGEWHO shall be considered under a condition of Default, in the following events:
 - (i) CGEWHO fails to provide ready to move in possession of the Flat/Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the said Residential Complex within the stipulated time disclosed at the time of registration of the Residential Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the said Flat/Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in **Part-II of the Fourth Schedule** of this Agreement, and for which completion certificate, has been issued by the competent authority;
 - (ii) Discontinuance of the CGEWHO's business as a CGEWHO on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2. In case of Default by CGEWHO under the conditions listed above, Allottee is entitled to the following:
 - (i) Stop making further payments to CGEWHO as demanded by the CGEWHO. If the Allottee stops making payments the CGEWHO shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any Interest; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the CGEWHO shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the flat/apartment, along with Interest (as defined hereinafter) within forty-five days of receiving the termination notice subject to Allottee registering the deed of cancellation in respect of the said Flat;

Provided that where an Allottee does not intend to withdraw from the Residential Project or terminate the Agreement, he/she/they/it shall be paid, by the CGEWHO, Interest for every month of delay till the handing over of the possession of the said Flat/Apartment, which shall be paid by the CGEWHO to the Allottee within forty-five days of it becoming due.

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

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

- (i) In case the Allottee fail to make payment to the CGEWHO as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay Interest (as defined hereinafter) to the CGEWHO on the unpaid amount;
- (ii) In case of default by Allottee after registration of agreement for sale under the condition listed above continues for a period beyond 4 (four) consecutive months after notice from the CGEWHO in this regard, the CGEWHO, may terminate or cancel the agreement for sale of the said Flat/Apartment and refund to the Allottee all such sum or sums of money received, after adjusting and/or deducting the booking amount of the Flat and the Interest (as defined hereinafter) liabilities SUBJECT TO the Allottee simultaneously executing and registering a Cancellation Agreement in respect of the said Flat/Apartment and this Agreement shall thereupon stand terminated and/or determined;

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

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

The CGEWHO, on receipt of Total Price of the said Flat (more fully and particularly described and mentioned in the **Fourth Schedule** hereunder written) from the Allottee, shall execute a conveyance deed drafted by the CGEWHO's legal advisors and convey the title of the said Flat together with the right to use the proportionate indivisible undivided share in the Common Areas in favour of the Allottee within 3 (three) months from the date of intimation to the Allottee recording the issuance of the completion certificate by the competent authorities;

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the CGEWHO within three months from the date of issue of Possession Certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the CGEWHO to withhold registration of the conveyance deed in his/her/their/its favour till payment of stamp duty and registration charges and the Allottee shall be bound by its obligations as more fully mentioned in Clause 8.5 of this Agreement.

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

The CGEWHO shall be responsible to provide and maintain essential services in the Residential Project till the taking over of the maintenance of the Residential Project by the Association of Co-owners/Allottee upon the issuance of the completion certificate of the Residential Project.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the CGEWHO as per the agreement for sale relating to such development is brought to the notice of the CGEWHO within a period of 5 (five) years by the Allottee from the date of obtaining the completion certificate, it shall be the duty of the CGEWHO to rectify such defects without further charge, within 30 (thirty) days, and in the event of CGEWHO's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE FLAT/APARTMENT FOR REPAIRS:

The CGEWHO/Maintenance Agency/Association of Allottee shall have rights of unrestricted access of all Common Areas of the Residential Complex, garages/open parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Co-owners/Allottee and/or Maintenance Agency to enter into the said Flat/Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/RESIDENTIAL PROJECT:

- 15.1. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Flat/Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Building/Block or the said Flat/Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat/Apartment and keep the said Flat/Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said Building/Block is not in any way damaged or jeopardized.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she/they/it would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face facade of the said Building/Block or anywhere on the exterior of the Residential Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible

goods in the said Flat/Apartment or place any heavy material in the common passages or staircase of the said Building/Block. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Flat/Apartment.

- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the CGEWHO and thereafter the association of Allottee and/or maintenance agency appointed by association of Co-owners/Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Flat/Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Residential Project.

17. ADDITIONAL CONSTRUCTION:

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

18. CGEWHO SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT:

The CGEWHO has assured the Allottee that the Residential Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, the CGEWHO showing compliance of various laws/ regulations as applicable in the said Act.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the CGEWHO does not create a binding obligation on the part of the CGEWHO or the Allottee until, firstly, the Allottee sign and deliver this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 45 (forty five) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar or the District Sub Registrar (specify the address of the Sub-Registrar/District Sub Registrar) or the Registrar of Assurances Kolkata within forty five days from the date of receipt of the letter of allotment. If the Allottee fails to execute and register and deliver to the CGEWHO this Agreement within 45 (forty five) days from the date of receipt of the letter of allotment by the Allottee and/or appear before the concerned registering authority for its registration, then the CGEWHO shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever after having deducted the said withdrawal charges.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the

CGEWHO and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottees have to make any payment, in common with other Allottee(s) in the said Residential Complex, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Residential Complex.

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Allottee and the authorized signatory and/or constituted attorney of CGEWHO at the Office of the CGEWHO at Kolkata and/or at some other place, which may be mutually agreed upon between the CGEWHO and the Allottee and simultaneously after execution of the Agreement the same shall have to be presented for registration at the office of the Sub-Registrar and/or District Sub-Registrar and/or Additional Registrar of Assurances at Kolkata, hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES:**

That all notices to be served on the Allottee and the CGEWHO as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the CGEWHO by Registered Post with Acknowledgement Due Card or Speed Post at their respective addresses as mentioned above in this agreement.

It shall be the duty of the Allottee and the CGEWHO to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post or Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the CGEWHO or the Allottee, as the case may be.

30. **JOINT ALLOTTEE:**

That in case there are Joint Allottee all communications shall be sent by the CGEWHO to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. **SAVINGS:**

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

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

All disputes and differences between the parties hereto in any way touching or concerning this Agreement or as regards the rights and liabilities of the parties hereto shall firstly be tried to be

settled amicably through discussion and mutual consent failing which the Parties shall be entitled to refer the issue to the sole arbitration and such arbitrator shall be appointed by mutual consent of the parties hereto, in the event of any differences of opinion each party shall appoint an arbitrator and the arbitrator of either parties shall be entitled to appoint an umpire and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment thereto for the time being in force.

34. OTHER TERMS AND CONDITIONS

The Parties have agreed and hereby and hereunder confirm and undertake that notwithstanding anything to the contrary or otherwise contained/recorded/stated in this Agreement hereinbefore/hereinabove, this Agreement shall be subject to and be read together with each of the following/undernoted other/further terms, conditions and covenants, to be respectively paid, observed and performed on the part of the CGEWHO and Allottee, as the case may be, it being clarified and agreed that in the event of any inconsistency or contradictions in/between the paras/Clauses stated hereinabove and those contained hereinafter, then notwithstanding there being nospecific reference/cross-referencing to the particular para/Clause in question and/or the provisions of para/Clause 36 being in derogation of other provisions/ paras/Clauses of this Agreement, the provisions of the paras/Clauses contained in this para/Clause 36 and/or hereinafter shall prevail and/or supercede in its entirety or to the extent of such inconsistency, as the case may be, and thus be binding on the Parties.

35. DISCLAIMER

That all terms and conditions as mentioned herein below are as per the contractual understanding between the parties and are not in derogation of/or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.

36. FURTHER TERMS

36.1 Interpretation

In the interpretation of this Agreement, the following rules of interpretation shall apply, unless the contrary intention appears:

i. references to any law shall include any statutes and/or rules and/or regulations made and/or guidelines issued there under, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;

ii. reference to any agreement, contract, deed or document shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated;

iii. references to Recitals, paras/Clauses and Schedules are references to the recitals, clauses and schedules of/to this Agreement. The Recitals and the Schedules form an integral part of this Agreement and/or a part of the operative provisions of this Agreement, and references to this Agreement shall include references to the Recitals and the Schedules;

iv. the obligation and/or covenant of the Allottee to do something shall include an obligation and/or covenant to ensure that the same shall be done, and the obligation and/or covenant on the part of the Allottee not to do something shall include an obligation and/or covenant not to permit, suffer or allow the same to be done;

- v. words denoting the masculine gender shall include the feminine and neutral genders as well;
- vi. words denoting the singular number shall include the plural and viceversa;
- vii. where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have the corresponding meanings;
- viii. any reference to this Agreement or to any of the provisions hereof shall include all amendments and modifications made to this Agreement from time to time in the manner stipulated herein;
- ix. the headings in this Agreement have been incorporated only for convenience of reference, and shall not, in isolation or otherwise, be considered in or affect the interpretation and/or construction of this Agreement;
- x. in the event of any inconsistency between the paras/Clauses and the Schedules hereto, the paras/Clauses of this Agreement shall prevail;
- xi. the term "or" shall not be exclusive, and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear;
- xii. the words "include", "including" and "amongst others" are to be construed without limitation, and shall be deemed to be followed by "without limitation" or "but not limited to", whether or not they are followed by such phrases or words of like import;
- xiii. reference to days, months and years are to Gregorian calendar days, months and years respectively;
- xiv. in the determination of any period of days for the occurrence of an event or the performance of any act or deed or thing, the day on which the event happens or the act or deed or thing is done shall be deemed to be excluded, and if the last day of the period is not a working day, then the period shall include the next following working day;
- xv. the words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct" or "indirect" shall have the correlative meanings;
- xvi. in the event any provision of the Application and/or the Allotment Letter is inconsistent with and/or contradictory to any provision of this Agreement, then to the extent of such inconsistent and/or contradictory, the corresponding provision of this Agreement shall prevail;
- xvii. no provision of this Agreement shall be interpreted in favour of or against any Party on account of the Advocate having drafted this Agreement, or by reason of the extent to which any such provision is inconsistent with any prior draft thereof.

36.2 ADDITIONAL TERMS AND COVENANTS REGARDING THE TOTAL PRICE, DEPOSITS, EXTRA CHARGES ETC., AND THE PAYMENT THEREOF

- i. In consideration of this Agreement and as and by way of consideration for being granted the specific rights and/or permissions of the nature stipulated in this Agreement, and accepting each of the terms and conditions stipulated in this Agreement, in addition to payment of the Total Price, the Allottee shall be liable and responsible to and hereby agree(s) and undertake(s) to make payment of the various amounts as determined by the CGEWHO including those as and by way of Deposits, Extra Charges, Common Expenses etc. (each together with the applicable

Taxes thereon) to the CGEWHO and/or to any Governmental Authority(ies) and/or to any statutory/quasi-statutory authorities/ bodies, each as identified and stipulated by the CGEWHO, each to be paid/deposited within such time frames as may be determined by the CGEWHO, it being unequivocally agreed, understood, acknowledged and accepted by the Allottee that without making payment of the entirety of each of the Total Price, Deposits, Extra Charges, Interest(as defined hereinafter) (if any), TDS Interest (if any) amongst others, each in the manner and within the time periods stipulated by the CGEWHO and fulfilling each of his/her/their/its obligations, all to the satisfaction of the CGEWHO, the Allottee shall not be entitled to call upon the CGEWHO to hand over the Said Apartment, and further without making payment of the Common Expenses, the Allottee and/or his/her/their/its Permitted Transferee(s) and/or permitted users/occupiers shall not be entitled to use and enjoy and/or to continue the user and enjoyment of the Common Areas.

- ii. In addition to the Total Price, the Allottee shall also bear and pay the taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Residential Complex and/or with respect to the said Flat and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat, shall be borne and paid by the Allottee alone and the CGEWHO shall not be liable to bear or pay the same or any part thereof;
- iii. Interest (as defined hereinafter) for defaulting period and defaulting amount in paying instalment beyond the last date of instalment. Equalisation charges at the same rate of Interest (as defined hereinafter) shall also be charged from the Allottees who may join late for the period from the scheme closure date till the date of payment.
- iv. The following charges shall be paid as at actual or at fixed percentage in addition to the amount as mentioned and recorded by the CGEWHO in the Payment Plan morefully described and mentioned in the **Sixth Schedule** hereunder written: -
 - (a) Cost of providing individual electric meter and security deposit;
 - (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
 - (c) An amount equivalent to one point five percent of the total price or consideration of the said Flat/Apartment is payable towards interest free maintenance fund to cover major capital works, unexpected emergencies and long-term repair costs together with GST as applicable.
 - (d) Legal/documentation Charges per flat/apartment. Documentation charges exclude registration charges, stamp duty and registration fees, which shall be paid extra by the Allottee.
- v. If at any time the said CGEWHO shall be liable to make payment of any amount on account of various rates and taxes and/or statutory outgoings and/or impositions including but not limited to goods and service tax the Allottee shall be liable and agrees to make payment of the amount on account of such statutory outgoings and goods and service tax and has agreed to keep the CGEWHO indemnified against all actions, suits, proceedings, claims, demands, damages, losses and impositions. Any surplus if remains with the CGEWHO on account of the deposits as mentioned in clause "36.2 (iv) (c)" above from the Allottee, the CGEWHO will hand over such surplus of such deposits if not adjusted to the association of the Allottee and/or the owners/occupants of the said Residential Complex upon its formation provided there shall be no default on the part of the Allottee in making payment as mentioned hereinabove.

- vi. The CGEWHO shall be entitled to securitize the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the CGEWHO, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.
- vii. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/financial institution, the CGEWHO shall act in accordance with the instructions of the bank/financial institution in terms of the tripartite agreement between the CWEWHO, Allottee and the Bank/financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the CGEWHO under this Agreement and in no event the CGEWHO shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/financial institution.
- viii. It is agreed and understood between the Parties that in the event at any time prior to the expiry of the scheduled date of completion of the Residential Complex as envisaged at the time of registration of the Residential Complex under the Act and as extended from time to time:
 - a) any new, modification, increase, decrease and/or fresh taxes, cesses, assessments, duties, levies, charges, impositions etc. (central, state or local) by whatever name called be imposed, levied, notified etc. with retrospective effect or otherwise including but not limited to on the Residential Complex and/or the Said Flat/Apartment and/or the Parking Space and/or this Agreement and/or the transaction contemplated under this Agreement; and/or
 - b) there be any other increase in charges which may be levied or imposed by any Governmental Authority and/or the Competent Authority from time to time;

then in such an event, each and/or some of the several amounts payable by and/or to be deposited by the Allottee shall accordingly stand increased or decreased, as the case may be, and further some additional amounts may become payable by the Allottee, and the Allottee hereby covenant(s) and undertake(s) to make timely payment/deposit of each of such amounts in terms of the demand(s) and/or revised demands raised by the CGEWHO provided that in no event shall the Allottee be entitled to call upon the CGEWHO to refund any amount since then already paid by the Allottee to the CGEWHO.

- ix. The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the CGEWHO to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The CGEWHO demonstrating dispatch of such intimation to the address of the Allottee as stated at Clause 29 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by the CGEWHO upon the Allottee and non-receipt thereof by the Allottee shall not be a plea or an excuse for non-payment of any amount or amounts.
- x. In the event of delay and/or default on the part of the Allottee in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the CGEWHO under this Agreement or under applicable law, the CGEWHO shall be entitled to adjust against any subsequent amounts received from the Allottee, the said unpaid tax, levy, cess etc. along with interest(as defined hereinafter), penalty etc. payable thereon, from the due date till the date of adjustment
- xi. The CGEWHO in terms of the relevant provisions as laid down in WBHIRA Act has taken necessary steps and opened a savings bank account being No. 0267101525022 with the CANARA

BANK SOUTH EXTENTION PART- I NEW DELHI -110049 for the purpose of the instant Residential Project (hereinafter referred to as the **Project Bank Account**) and all payments collected from intending Allottees of flats/units/apartments shall be routed through the instant bank account. This account shall be created only for the purpose of the instant Residential Project and after completion of all statutory compliances or otherwise the CGEWHO shall be entitled to close the account. All relevant particulars of the said Project Bank Account are set out hereinafter: -

- (a) Account Name – CGEWHO KOLKATTA PH 3 HO ACC;
 - (b) Account No. 0267101525022;
 - (c) IFSC Code – CNRB0000267;
- Branch Name – SOUTH EXTENTION PART- I NEW DELHI.

36.3 **ADDITIONAL TERMS AND COVENANTS REGARDING TIME BEING OF ESSENCE**

Time for payment by the Allottee is and shall always be and shall remain and be treated as the essence of the contract. The Allottee shall and undertake(s) to make timely payment and/or deposit of each of the amounts as stipulated in this Agreement, and further to meet, fulfil and perform, in a timely manner, each of the obligations of the Allottee under this Agreement.

The Allottee hereby and hereunder covenant(s), agree(s) and undertake(s) that at no point of time shall the Allottee be entitled to call upon the CGEWHO for permission to deduct/abate/waive any of the amounts payable by the Allottee under this Agreement on any ground whatsoever or howsoever including but not limited to due financial matters and/or financial inconvenience and/or financial stringencies and/or other constraints and/or due to the occurrence and/or subsistence of any Force Majeure event etc.

36.4 **ADDITIONAL TERMS AND COVENANTS REGARDING CONSTRUCTION**

The Allottee agree, accept and confirm that the CGEWHO is entitled to the rights and entitlements in this Agreement including as stated in this Clause 6 in accordance with what is stated in clause “N” of the recital hereinabove: -

- (i) The Land comprised in the said Premises is being developed by constructing and developing multiple buildings/structures thereon and referred to as the said Residential Complex and the common areas, facilities and amenities as may be permissible in the manner morefully and particularly mentioned and described in the **Fourth Schedule** hereunder written. The CGEWHO shall be entitled to develop the Land comprised in the said Premises as the CGEWHO deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee has agreed to purchase the said Flat on the unfettered rights of the CGEWHO in this regard.
- (ii) The CGEWHO has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Premises. The CGEWHO has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences shall be common and the Allottee along with other Allottee and/or owners/Allottees of flats/units/apartments in the said Building Block and/or the Residential Complex and/or in the Residential Project and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottee of flats/units/apartments

in the Residential Complex including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the CGEWHO and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the other owners/allottee/s of flats/units/apartments in the Residential Complex shall object to the CGEWHO laying through or under or over the land comprised in the said Premises and described in the **Third Schedule** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the said Premises.

- (iii) The Allottee is aware that he/she/it/they shall only be permitted to use the common areas in the Residential Complex (as morefully and particularly described and mentioned in the **Part-I of the Fifth Schedule** hereunder written) in common with other co-owners/Allottee and users in the Residential Complex and/or the said Residential Project and the CGEWHO and its contractors, workmen, agents, employees, personnel and consultants. The Allottee is also aware that the CGEWHO shall designate certain common area, facilities and amenities as the exclusive common areas, facilities and amenities which shall be exclusively made available to and usable by such person(s) as the CGEWHO may in its sole discretion deem fit including the Allottee/occupants of the other buildings/blocks to the exclusion of other co-owners/occupants in the said Residential Complex.

The Allottee shall at no time demand partition of the said Flat and/or the said Building/Block and/or the Residential Complex and/or the common areas, facilities amenities installations etc. and/or the said Premises.

36.5 ADDITIONAL TERMS AND COVENANTS REGARDING POSSESSION/HANDOVER

- i. The Possession Date has been accepted by the Allottee. However, if the said Flat/Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee is linked inter alia to the progress of construction and the same is not a time linked plan.
- ii. Before the date of possession of the said Flat the Allottee(s) agree and covenant with the CGEWHO as follows: -
- a) To pay to the CGEWHO such amounts due and payable on account of the consideration as mentioned in the **Sixth Schedule** hereto and the proportionate costs of all payments made for extra common facilities to be provided to all occupiers of the said Residential Project.
- b) To deposit amounts free of interest with the CGEWHO for the purpose and subject to the conditions mentioned in **Part-II of the Sixth Schedule** hereunder written.
- iii. From the Date of Possession the Allottee(s) shall be liable and agrees to pay and contribute the proportionate share of Municipal rates and taxes, multi-storied taxes and other taxes, maintenance and service charges and all other outgoings payable presently or which may be imposed or levied in future in respect of the said Flat and proportionately for the whole Residential Project regularly and punctually whether actual physical possession of the said Flat is taken or not by the Allottee(s).

36.6 ADDITIONAL TERMS AND COVENANTS REGARDING EVENTS OF DEFAULTS AND/OR CANCELLATION AND/OR TERMINATION, AND IT SCONSEQUENCES

- i. In the event the Allottee is in breach of and/or has failed to perform and observe any of his/her/their/its covenants, obligations, representations or warranties under this Agreement and/or the terms and conditions of this Agreement, which breach and/or failure has not been remedied despite having been issued a notice in that regard, the Allottee shall be considered under a condition of default, and an Allottee Event of Default shall be deemed to be occurred.
- ii. Without prejudice to and in addition to the events/grounds stated elsewhere in this Agreement on the occurrence whereof the CGEWHO shall be entitled to terminate this Agreement (each of which also to be treated as an Allottee Event of Default), on the occurrence of an Allottee Event of Default which continues for a period beyond 30 (thirty) days after notice from the CGEWHO in this regard (such failure being as determined by the CGEWHO), then without prejudice to the right of the CGEWHO to charge and recover from the Allottee, Interest(as defined hereinafter) and other amounts as stipulated in this Agreement including that for the period of delay, the CGEWHO shall be entitled, at its option, and is hereby authorized by the Allottee, to determine and/or rescind and/or terminate this Agreement provided that the CGEWHO shall intimate the Allottee about the CGEWHO's intention to so terminate this Agreement by a written notice of atleast 30 (thirty) days prior to such termination.
- iii. In view of inter alia the fact that the CGEWHO has as a consequence of this Agreement blocked the Said Flat/Apartment and the Parking Space if any for the Allottee, on the date of termination of this Agreement by the CGEWHO and/or by the Allottee (as the case may be) in terms hereof, the undernoted mutually agreed amounts shall, without any further act, deed or thing by the CGEWHO and/or by the Allottee stand forfeited in favour of the CGEWHO from out of all the sums paid/deposited till such date by the Allottee to/with the CGEWHO, and the balance, if any ascertained by the CGEWHO as payable by the Allottee to the CGEWHO shall forthwith and immediately be paid on demand by the Allottee to the CGEWHO, and the Allottee accept(s) such consequences and consent(s) to the same:-
 - (a) a sum equivalent to 10% (ten percent) of the Total Price together with the applicable Taxes thereon; and
 - (b) the Interest (as defined hereinafter) and/or the TDS Interest, if any due, accrued and payable by the Allottee on any amount, as ascertained by the CGEWHO; and
 - (c) all amounts paid/payable by and/or recoverable from the Allottee towards any of the Taxes; and
 - (d) stamp duty, registration fees/charges, legal fees and charges and any other fees, charges etc. payable/to be paid/ paid on pertaining to this Agreement and the Deed of Cancellation; and
 - (e) brokerage/commissions paid to any real estate agent/channel partner/ broker;

The Allottee accept(s) and confirm(s)that:

- a) bearing in mind that the Said Apartment and the Parking Space, if any, would have been kept blocked by the CGEWHO for the Allottee till the date of termination (as stated hereinabove) the abovementioned mutually agreed amounts are a fair and reasonable estimate of the loss and damage that would be suffered by the CGEWHO

due to the abovementioned termination, and

- b) all and/or any amounts collected by the CGEWHO as Taxes and deposited with the concerned authorities shall not be returned/refunded by the CGEWHO, and the Allottee shall be free to approach the authorities concerned for refund of such Taxes, and thus the quantum of such Taxes shall be not be taken into account by the CGEWHO while computing the amounts in pursuance/in terms of para/Clause 34.6(iv) hereinabove, and

and the Allottee covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand, action etc. contrary to the aforesaid.

- iv. In the event after the aforesaid forfeiture, the CGEWHO ascertains that any amount is to be refunded by the CGEWHO to the Allottee, such amount will be refunded: (i) without any interest and/or compensation; and (ii) subject to the Allottee executing, at his/her/their/its at the cost and expense, the Deed of Cancellation if so determined by the CGEWHO; and (iii) only after the CGEWHO has entered into a fresh agreement in respect of the Said Apartment And Properties Appurtenant Thereto with any other Person(s). The Allottee acknowledge(s) that it is justifiable for the CGEWHO to refund the amount, if any ascertained as due by the CGEWHO to the Allottee, after expiry of a reasonable period of time after the date on which the CGEWHO enters into the abovementioned new agreement, in as much as the CGEWHO would be blocking the Said Flat/Apartment and the Parking Space, if any, on account of the Allottee, and thus the Allottee agree(s) and covenant(s) not to raise any objection whatsoever or howsoever to the same, and hereby consent(s) to the same.
- v. Notwithstanding the non-execution of the Deed of Cancellation, immediately on the issuance and/or acceptance/receipt of the termination notice by the CGEWHO, the Allottee shall cease to have any manner of right or claim or demand under this Agreement and/or against the CGEWHO (save and except receipt of refund, if any, subject to and/or in accordance with the provisions of this para/Clause 34.6) and the CGEWHO shall stand released and discharged from all its obligations and liabilities under this Agreement, and though none created hereunder, for the avoidance of any doubt, it is confirmed and accepted by the Allottee herein that upon the occurrence of the aforesaid event, any manner of right or interest or claim or demand of the Allottee in respect of/to/over any part or portion of the Said Premises and/or the Residential Complex and/or the Said Flat/Apartment shall automatically and without the execution of any further act, deed or thing by the Allottee and/or the CGEWHO, stand terminated, cancelled, revoked, surrendered, released, relinquished, disclaimed etc. in favour of the CGEWHO for all intents and purposes, and the CGEWHO shall be entitled to deal with the same in such a manner as the CGEWHO may deem fit and proper.
- vi. It is unequivocally agreed and understood that upon termination or cancellation of this Agreement on the terms stipulated in this Agreement, the Parties hereto shall, if so determined by the CGEWHO at its sole and absolute discretion, but without prejudice to the provisions of para/Clause 34.6(iv) hereinabove, execute a deed of cancellation for the same (such deed being in such form and containing such particulars and/or covenants and/or stipulations as the Advocate may deem fit and proper) and register the same with the Registering Authority ("Deed of Cancellation"), as and when intimated by the CGEWHO, at the cost and expense of the Allottee. The Allottee hereby agree(s) and undertake(s) to do, execute and perform all such acts, deed and things and sign, execute, deliver and register (if required) such deeds, documents etc. (in such form and containing such particulars and/or covenants and/or stipulations as the Advocate may deem fit and proper), as may be

determined by the CGEWHO, all at the cost and expense of the Allottee.

36.7 ADDITIONAL TERMS WITH REGARD TO REGISTRATION OF AGREEMENT FOR SALE

- i. The Allottees under the relevant provisions of the said Act simultaneously with the payment of the booking amount equivalent to ten percent of the Total Price as payable towards the cost of the said Flat shall become liable to sign execute and cause registration of the present agreement for sale. It shall be mandatory for all Allottees to cause registration of the agreement for sale upon payment of requisite stamp duty, legal charges and other incidental expenses within a period of forty five days from the date of receipt of the letter of allotment, failing which CGEWHO shall in its sole discretion be entitled to consider or construe that the Allottee intends to withdraw and/or cancel the application and accordingly CGEWHO shall serve a thirty days notice giving an opportunity to the Allottees to remedy the breach failing which CGEWHO shall refund all such balance amount after having deducted a sum of Rs. 2,000/- (Rupees Two Thousand Only) for Type B Flat or a sum of Rs. 3,000/- (Rupees Three Thousand Only) for Type C Flat , as applicable, and by way of cost of brochure and scrutiny charges (hereinafter collectively referred to as the **Withdrawal Charges**). **BE IT MENTIONED HERE** that CGEWHO within its own rights and discretion may or may not extend the timeline of forty five days for registration of the agreement for sale **AND PROVIDED THAT** in the event of any default by the Allottees all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the CGEWHO and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- ii. An Allottee shall not go on to acquire any right or title or interest whatsoever in respect of a Flat/Apartment upon making payment of the booking amount, unless the Allottee simultaneously causes the execution and registration of the agreement for sale within the stipulated timeline as mentioned herein. If the Allottee fails to execute and register the agreement for sale within the timeline as mentioned herein, it shall be considered as a latent breach of condition and in that event CGEWHO shall become entitled to cancel and/or determine the application made by the Allottee and refund the balance amount after having deducted such withdrawal charges.
- iii, **PROVIDED THAT** if the Allottees for any reason applies for cancellation or withdrawal of the application within thirty days from the date of such application and/or before the execution and registration of the agreement for sale, whichever is earlier, in that event CGEWHO shall be liable to determine and/or cancel such application for allotment as made by the Allottee and refund all such balance amount after having deducted a sum of Rs. 1,500/- (Rupees One Thousand and Five Hundred Only) as and by way of Withdrawal Charges, within forty five days from the date of receipt of such intimation by the Allottee expressly recording the intention to withdraw and/or cancel the application **AND PROVIDED THAT** in the event of any default by the Allottees all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the CGEWHO and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- iv. For the purpose of registration of the present agreement for sale the Allottee shall be liable to pay in favour of the competent authority two percent stamp duty payable on the predetermined market value of the said Flat and legal fees or charges together with other incidental expenses. The two percent stamp duty that shall be paid at the time of registration of the present agreement for sale, the Allottees shall become entitled to a waiver of the said two percent stamp duty, at the time of payment of further stamp duty and registration fees as would become payable towards execution and registration of the final deed of conveyance.

36.8 ADDITIONAL TERMS AND COVENANTS REGARDING THE DEED OF CONVEYANCE

- i) After and subject to compliance by the Allottee of each of his/her/their/its obligations to the satisfaction of the CGEWHO including but not limited to receipt by the CGEWHO of each of the several amounts due and payable by and/or to be deposited by the Allottee (each as ascertained by the CGEWHO), and further subject to the Allottee depositing with and/or making payment to the CGEWHO and/or to the concerned Governmental Authority of each of the amounts stipulated in this Agreement including those stipulated in para/Clause 36.8(ii) hereinbelow and furthermore subject to the Allottee not having committed any breach, violation, contravention etc. of any of the terms and conditions as stipulated herein and as determined by the CGEWHO, the CGEWHO and the Allottee shall take steps to execute in favour of the Allottee, the deed of conveyance, whereby and whereunder the title in respect of the Said Apartment shall be transferred and conveyed in favour of the Allottee, while the title in respect of the Undivided Share shall be transferred and conveyed in favour of the Association, such deed of conveyance being in such form and containing such particulars and/or covenants and/or stipulations as the Advocate appointed by CGEWHO may deem fit and proper ("Conveyance Deed"), on such date as may be determined by the CGEWHO provided that in the absence of any Applicable Law, the CGEWHO shall subject to the aforesaid and further unless prevented by a Force Majeure Event, comply with its aforesaid obligation within 3 (three) months from the date of issuance of the Completion Certificate or within such time period as may be prescribed under the Act and/or Rules.
- ii) In addition to the amounts stated elsewhere in this Agreement, the Allottee shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay inter alia: (i) the entire stamp duty, registration fees and other fees, taxes and charges as may be levied from time to time by the government and/or any other authority(ies) and/or any Governmental Authority on the aforesaid transfer of the Said Apartment and the Undivided Share, including those applicable/prevaling at the time of registration of the Conveyance Deed ;and (ii) the legal fees as determined by the CGEWHO; and (iii) other related and/or incidental charges and expenses including but not limited to documentation charges. Each of such amounts shall be paid/deposited by the Allottee to/with the CGEWHO within the time period prescribed for the same by the CGEWHO in its notice of demand in respect thereof, and until receipt of the same, the CGEWHO shall be entitled to, and the Allottee hereby and hereunder authorize(s) the CGEWHO to, without any liability or responsibility, withhold the execution and registration of the Conveyance Deed in favour of the Allottee.

36.9 ADDITIONAL TERMS AND COVENANTS REGARDING THE COMMON AREAS, AND THE MANAGEMENT, MAINTENANCE ETC. THEREOF

The cost of such maintenance will be paid/borne by the Allottee (to the CGEWHO) from the date of obtaining completion certificate till handover of maintenance of the Residential Complex to the Association of Co-owners/Allottee and thereafter to the Association of Co-owners/Allottee. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the common areas facilities and installations and for rendition of services in common to the Allottee and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee of the Project including those mentioned in the **Seventh Schedule** hereunder written (hereinafter referred to as the said **Common Expenses/Maintenance Charges**).

A. **Complex to be maintained by the Society/Association of Allottee(s) :-**

- (i) Each beneficiary or Allottee will pay a sum equal to 1.5% of the final cost of the Flat/Apartment, at the time of sixth and final instalment, towards Interest Free Maintenance Fund to cover major capital works, unexpected emergencies and long-term repair costs outside the normal scope of the annual maintenance budget.
- (ii) CGEWHO will ensure the formation of an association or society, as the case may be, of the allottee(s) or a federation of the same, by conducting an election that will administer the Residential Complex, to look after its maintenance, attend to common amenities/facilities and provide guidelines for civic standards.
- (iii) The duly elected Committee will take over all the common areas/services/facilities of the Residential Project within six months of its constitution and/or formation, a period during which CGEWHO will maintain the residential complex and will collect the actual maintenance expenses from the Allottee(s).
- (iv) The elected Committee will also frame its Bye-laws under the local laws governing such bodies and register the same with the appropriate competent authority and would be required to convene a general body meeting of all the beneficiaries to elect and constitute a new Executive Committee as per its bye-laws.
- (v) Interest (as defined hereinafter) for defaulting period and defaulting amount in paying instalment beyond the last date of instalment. Equalisation Charge at the same rate of Interest (as defined hereinafter) shall also be charged from the Allottees who may join late for the period from the due dates of instalments till the date of payment.

36.10 ADDITIONAL TERMS AND COVENANTS REGARDING DEFECT LIABILITY

- i. The liability of the CGEWHO to undertake any remedial steps in pursuance/accordance with para/Clause 12 hereinabove shall arise only in cases where such alleged defect:
 - a. is established as having been caused due to the fault of the CGEWHO; and/or
 - b. has not been caused and/or occasioned, directly and/or indirectly, by/due to the commission or omission of any act, deed or thing caused/occasioned by and/or attributable to the Allottee and/or any of the contractors, men, servants, personnel, agents, employees, contractors etc. of the Allottee; and/or
 - c. has not been caused and/or occasioned, directly and/or indirectly, by/due to the delay on the part of the Allottee in taking timely hand over of the Said Apartment in the manner stipulated in and subject to the terms of this Agreement; and/or
 - d. is not on account of/due to normal wear and tear, accident, misuse etc.; and/or
 - e. is not any manufacturing or other defect in any branded inputs or fixtures or services of a third party; and/or
 - f. does not pertain to:
 - equipments (including but not limited to generators, motors, sewage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period; and/or

fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; and/or

allowable structural and other deformations including expansion quotient,

and further provided that no steps have been/are taken by the Allottee of his/her/their/its own volition in an endeavour to rectify any such purported defect.

- ii. It is clarified that the said responsibility of the CGEWHO shall not cover defects, damage or malfunction resulting from (i) misuse and/or negligent use (ii) unauthorized modifications or repairs done by the Allottee or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/ equipment and (v) accidents.

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

36.11 Additional and other/further representations, warranties, obligations and covenants of the Allottee

- i. **ALLOTTEE IS AWARE OF AND SATISFIED WITH COMMON AMENITIES, FACILITIES AND SPECIFICATIONS:** The Allottee, upon full satisfaction and with complete knowledge of the common amenities, facilities, installations and specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Residential Project and that the Allottee undertakes not to claim any right or interest over any other part or portion of the Residential Project save and except the said Flat.
- ii. **ALLOTTEE TO MUTATE AND PAY RATES & TAXES:** The Allottee shall (1) pay all requisite fees and charges and cause mutation in the name of the Allottee in the records of Kulerdari Gram Panchayat or any such equivalent or competent authority, within 30 (thirty) days from the date of execution and registration of the deed of conveyance of the said Flat/Apartment and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the CGEWHO/ Association (upon formation), such bills being

conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

- iii. The Allottee(s) shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said Residential Project (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee(s) of the said Apartment nor do anything whereby the construction or development of the building or the said Residential Project or the sale or transfer of the other Apartment in the said Residential Project is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee(s), the CGEWHO is restrained from construction of the Building and / or transferring and disposing of the other Apartments therein then and in that event without prejudice to such other rights the CGEWHO may have, the Allottee(s) shall be liable to compensate and also indemnify the CGEWHO for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the CGEWHO.
- iv. The Allottee(s) shall not nor be entitled to ask, demand or seek delivery of possession of the said Apartment so long the Allottee(s) has / have not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his/ her/ their obligations and covenants herein contained.
- v. **NO RIGHTS OF OBSTRUCTION BY ALLOTTEE:** All open areas in the Residential Project proposed to be used for open parking spaces do not form part of the common areas within the meaning of this Agreement.
- vi. The Allottee(s) shall bear all legal fees, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.
- vii. **ELECTRICITY SUPPLY:** (a) In case West Bengal State Electricity Distribution Company Limited (in short WBSEDCL) and/or any other electricity supply agency decides not to provide individual meters to the Building Blocks and makes provision for a high tension supply in bulk, the CGEWHO shall provide individual sub-meters to the Allottee upon payment by them of the proportionate security deposit payable to WBSEDCL and/or any other electricity supply agency for such connection. The exact amount payable by the Allottee(s) will be intimated to the Allottee(s) before possession. The amount of security deposit would be subject to revision as may be so decided by WBSEDCL and/or any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision or replenishment to WBSEDCL and/or any other electricity supply agency, as per the norms of WBSEDCL and/or any such other electricity supply agency. NOTWITHSTANDING anything contrary or otherwise recorded anywhere within these presents, it is being hereby expressly made clear all the Allottees and/or the Flat/Apartment Owners shall have to individually and independently apply to the WBSEDCL and/or any other electricity supply agency for obtaining power supply or connectivity to their respective Flats/Apartments and simultaneously bear all costs expenses charges fees or security deposits payable in order to facilitate installation of power supply connection and meters for their respective Flats/Apartments. CGEWHO shall only be liable to the limited extent of providing a common place in each of the Building Blocks for installation of the meters that would be provided by the said WBSEDCL and/or any other electricity supply agency to the Flat Owners.

- viii. **ADDITIONAL TAXES, LEVIES AND OUTGOINGS:** If at any time, the CGEWHO is liable to pay any amount on account of statutory taxes, outgoings and/or impositions including Goods and Service Tax, the Allottee(s) shall be liable and agree(s) to make payment of the amount on account of such statutory taxes and outgoings and to keep the CGEWHO, harmless and indemnified against all such tax and outgoings and all cost, charges and expenses in respect thereof.
- ix. **PAYMENT OF TOTAL CONSIDERATION AND DEPOSITS AND TOTAL, GST PRIOR TO POSSESSION:** The Allottee(s) agrees and covenants not to claim any right or possession over and in respect of the said Apartment till such time the Allottee(s) has/have paid the entirety of the Total Consideration of the said Apartment, Total GST and Total Extras and Deposits and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee(s) in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the CGEWHO shall not be under any obligation to handover possession of the said Apartment.
- x. **INTERPRETATION OF THE VARIOUS CLAUSES:** The Allottee represents to have read and understood the meaning, interpretation and effect of the various clauses of this agreement and have also clarified all doubts or confusions on or before signing of this agreement with regard to the interpretation and effect of the various clauses of these presents. The Allottees have taken independent legal advise or opinion with regard to the title of the Vendor and have perused all necessary documents before entering into the present agreement. The Allottee further undertakes not to take any exception after signing and executing of this agreement with regard to the interpretation of the various terms and conditions as envisaged herein. In the unlikely event of any confusion with regard to the interpretation of the clauses as recorded herein, the decision of CGEWHO shall prevail.
- xi. **INDEMNITY** The Allottee(s) shall keep the CGEWHO indemnified saved and harmless from and against all suits, actions, proceedings, claims, demands, damages (present remote or consequential), costs, charges, expenses and impositions made against or suffered by the CGEWHO and/or the Association (upon formation) relating to the said Building and/or the said Residential Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants or agents or licensees or invitees or visitors of the Allottee and/or any breach or non – observance by the Allottee of the Allottee’s covenants and/or any of the terms herein contained.
- xii. **RESTRICTION & HOUSE RULES FOR THE ALLOTTEES TO OBSERVE AND FOLLOW:**
- That on and from the date of possession of the said Flat/Apartment, the Allottee(s) shall:
- a) Co-operate in the management and maintenance of the said Residential Project.
 - b) Observe, comply and abide by the rules framed from time to time by the CGEWHO and subsequently by the Association of Allottees, after the same is formed, for the beneficial common use and enjoyment of the common areas and common amenities and facilities provided in the said ‘Residential Project’.
 - c) Pay and bear the proportionate share of the expenses to be incurred in common to the CGEWHO, until formation of the Association of Allottee(s) including the GST.

- d) Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by the CGEWHO or the Association of Allottee(s), upon formation, in writing.
- e) Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- f) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/Apartments in the Residential Project and/or to the adjoining buildings in the neighbourhood.
- g) Not to place or cause to be placed any article or object in the common area.
- h) Not to injure, harm or damage the Common Area or any other Flats/Apartments in the said Residential Project by making any alterations or withdrawing any support or otherwise.
- i) Not to park any vehicle including four wheelers and/or two wheelers, in the said Residential Project, unless the facility to park the same is obtained and /or acquired by Allottee(s).
- j) Not to make any addition, alteration in the structure of the Building Block, internally within the Flat/Apartment or externally within the said Residential Project and shall not change the location and / or design of the window and balcony grills (provided by the CGEWHO) and also shall not change the colour scheme of the external walls of balcony/ verandah, which is part of the outside colour scheme of the Block/ Tower/ elevation, duly approved and finalized by the architect of the said Residential Project.
- k) Not to slaughter or permit to be slaughtered any animal and/or bird nor violate the provisions of Prevention of Cruelty to Animals Act, 1960 and not to do any act deed or thing which may hurt or injure the sentiments of any of the other Allottee(s) and/or occupiers of the said Residential Project.
- l) Not to keep in the said Flat/Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive and/or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat/Apartment and/ or any other Flat/Apartment in the said Residential Project.
- m) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandah, lounges or any external walls or the fences of external doors and windows including grills of the said Flat/Apartment which in the opinion of the CGEWHO and/or Association of the Allottee(s) differs from the colour scheme of the building or deviation or which in the opinion of the CGEWHO and/or Association of Allottee(s) may affect the elevation in respect of the exterior walls of the said Residential Project.
- n) Not to use the said Flat/Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not be used for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Residential Project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking

place, if allotted anything other than private motor cars or motor cycles and shall not erect or construct any temporary or permanent structure or construct any grilled walls or enclosures thereon or on part thereof and shall always keep the same open as before, dwelling or living or staying of any person or blocking by putting any articles shall not be allowed in the parking space.

- o) Not to use the allocated parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars and two wheeler.
- p) Not to let out or part with possession of the parking space unless the same is assigned together with the said Flat/Apartment to anyone else OR EXCEPTING to a person who owns a Flat/Apartment in the Residential Project and the Allottee(s) will give an undertaking and sign a document of adherence that the parking space will be used only for the limited purpose of parking of cars and two wheelers and not for any other purposes whatsoever.
- q) Not to encumber the said Flat/Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price and/or total price under this agreement, prior to registration of conveyance deed for the said Flat/Apartment in favour of the Allottee(s).
- r) Use the community hall for small functions of the family members of the Allottees or for the meeting of Flat/Apartment owners or for the use of any function or meeting by all the flat owners of the said Residential Project. Although the community hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the community hall for weddings or religious festivals, or any ceremonial rite that require lighting up of a fire or spraying of colour or sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit in the confines of the community hall. Not to use the said hall and any other covered/enclosed area of the said Residential Project for sprinkling or spraying of colour and paints or lighting up of fire or sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the said Residential Complex, if and as may be allowed by the CGEWHO/ Association of Allottee(s) as the case may be and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10.00 p.m. and music, if any played, will be within tolerable limits, so as to ensure no objection is raised from any other Allottee(s).
- s) To strictly follow and adhere, to the rules and regulations and /or terms and conditions as may be decided by the CGEWHO and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Residential Project, in particular, the community Hall, the club area, swimming pool and gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the CGEWHO/ Association of Allottee(s) from time to time.
- t) To ensure that all interior work of furniture, fixtures and refurbishing of the said Flat/Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottee(s).

- u) **Use of Common Toilets:** The Allottees shall also ensure that the domestic help or any service providers visiting the said Flat/Apartment should use the common toilets only and while doing so one should also ensure that such common toilet should be kept clean and dry.
- v) **Use of Spittoons/Dustbins:** Use the spittoons/dustbins located at various places in the Residential Project.
- w) **No Installation of Generator:** The Allottees will not be entitled to install or keep or run any generator in the said Flat/Apartment.
- x) **No Misuse of Water:** The Allottees will not be entitled to misuse or permit to be misused the water supply to the said Flat/Apartment.
- xiii. **No Sub-Division:** The Allottees under no circumstances will be entitled to sub-divide the said Flat/Apartment and the common areas, parts, portions of the said Residential Complex.
- xiv. **No Change of Name:** The Allottees and/or the Association will not be entitled to change or alter or modify the name of the Residential Complex from what is mentioned and recorded in this Agreement.
- xv. **No Floor Damage:** The Allottees will not be entitled to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save and except usual home appliances.
- xvi. **No Covering of Common Portions:** The Allottees will not be entitled to cover the common areas, fire exits and balconies/terraces (if any) of the said Flat/Apartment.

36.12 TERMS AND COVENANTS REGARDING THE ASSOCIATION

- i) At such time as the CGEWHO may deem fit and proper, the Association shall be formed.
- ii) It shall be incumbent upon the Allottee to become a member of the Association, and to pay/reimburse upon demand and at such time as designated by the CGEWHO, the necessary subscription and/or membership charges, fees etc. together with the proportionate costs and expenses for/towards formation of the same, inducting and/or making the Allottee a member thereof and transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any, each as ascertained by the CGEWHO, and the Allottee hereby authorize(s) and empower(s) the CGEWHO to take all necessary steps in respect thereof including execution and registration of all necessary forms, applications, deeds, documents etc., it being clarified that without becoming a member of the Association, the Allottee shall not be entitled to avail and/or use and/or enjoy any of the Common Areas.
- iii) The Allottee shall be bound to and undertake(s) and covenant(s) to abide by and comply with and adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. as may from time to time be framed and/or formulated and/or made applicable by the CGEWHO and/or the Association including but not limited to the Management & Maintenance Rules.
- iv) Irrespective of the number of Persons owning an Apartment and/or irrespective of the same Person owning more than 1 (one) Apartment, each Apartment in/at the Project shall represent 1 (one) share, thus entitling the concerned Apartment Allottee to become a

member of the Association. Further, in the event an Apartment is owned by more than 1 (one) Person and/or the Allottee is a minor, as the case may be, then the Person whose name first appears in the nomenclature of this Agreement as the Allottee and/or the parent/natural guardian of such minor shall only be entitled to become a member of the Association. A tenant, licensee, lessee etc. of the Allottee shall not be entitled to become a member of the Association.

- v) Simultaneously with the handover of the Common Areas as also the rights, obligations, responsibilities liabilities etc. pertaining to the Common Purposes, it shall be incumbent upon the Allottee, along with the Apartment Allottees, to take over the affairs of the Association, and through such Association to take over, such of the rights and obligations of the CGEWHO including those pertaining to the Common Purposes as the CGEWHO deems fit and proper, whereupon only the Association shall be entitled thereto and obliged therefor including but not limited to the compliance, subsistence and renewal of all licenses, annual and/or other maintenance contracts, other contracts, insurances, guarantees, warranties, obligations etc. to various authorities including under various statutes and/or to various third parties, as may from time to time have been procured/obtained/entered into by the CGEWHO, and the Association shall become liable and responsible for the proper safety and maintenance, management, upkeep and administration of the Project and all the fixtures, equipments and machineries provided by the CGEWHO including the Common Areas, and the CGEWHO shall on the date so designated by the CGEWHO immediately stand discharged and/or absolved of any liability, responsibility etc. in respect thereof, and the Association and each of the Apartment Allottees shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof.
- vi) For the avoidance of any doubt it is clarified that if within the time period specified by the CGEWHO in the notice issued by the CGEWHO in this regard, the Association fails and/or neglects to take over from the CGEWHO the hand over and/or transfer, as the case may be, of the Common Areas and/or the abovementioned rights, obligations, responsibilities, liabilities etc., then on the expiry of the aforesaid period, the CGEWHO shall no longer be liable or responsible for the same, each of which liabilities, responsibilities, obligations etc. shall on and from such date be deemed to stand vested in all the Apartment Allottees including the Allottee and the Association. Further, as and when the CGEWHO deems fit and proper, the CGEWHO will also transfer in favour of/to the Association, in such a manner as the CGEWHO may deem fit and proper, the residue, if any, then remaining of any of the applicable Deposits, if any, made by the Apartment Allottees without any interest thereon, after adjusting all amounts then remaining due and payable by any Apartment Allottee including the Allottee herein to the CGEWHO, together with the interest thereon, and the amounts thus transferred, shall be held by the Association, to the account of the co- Apartment Allottees and the Allottee, respectively for the purposes therefor.
- vii) The Allottee shall be bound and obliged to and accordingly covenant(s) and undertake(s) to deposit with the Association as interest free deposits, sinking funds, corpus deposits etc. amongst others, further various/several non-refundable amounts as also refundable amounts (subject to adjustments), each together with the applicable Taxes thereon, as may be determined by the Association at its sole and absolute discretion including in respect of the frequency, quantum and heads of each of such deposit(s), inter alia for any of the Common Purposes, the installation, on-going maintenance and management, upkeep, repairs, replacements and improvements of inter alia the electrical infrastructure, water connections, generator, all facilities serving the Said Premises and the Residential Complex, the Common Areas, the Common Expenses, each within such time period as may be stipulated by the Association.

- viii) The CGEWHO and/or the Association, as the case may be, shall be entitled to either hold or to invest the applicable Deposits and the other and/or the further deposits, if any, in such a manner and/or in such securities as the CGEWHO and/or Association, as the case may be, may think fit and proper, provided that such payment towards the Deposits and the other deposits if any shall not absolve the Allottee of his/her/ their/its obligation to pay the applicable Maintenance Charges and/or Common Expenses inter alia in terms of this Agreement, and further provided that the Allottee shall not be entitled to call upon/request the CGEWHO and/or the Association to adjust and/or appropriate any part or portion of any of such Deposit(s) and/or other deposits towards payment of the Maintenance Charges and/or the Common Expenses and/or any other outgoings payable by the Allottee including but not limited to the Outgoings.

36.13 MISCELLANEOUS TERMS AND COVENANTS

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Developer and/or Vendor and Allottees to be respectively obeyed, observed and performed, as the case may be.

- i. In case, payment is made by any third party on behalf of Allottee(s), the CGEWHO will not be responsible toward such third party making such payment or remittances on behalf of the Allottee(s) and such third party shall not have any right in the Application and/or Allotment, if any, in any manner whatsoever and the CGEWHO shall issue the payment receipts in the name of the Allottee(s) only.
- ii. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the CGEWHO, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the CGEWHO shall ensure that the cost and the quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Part II of the Fourth Schedule** hereunder written.
- iii. If due to any act, default or omission on the part of the Allottee(s), the CGEWHO is restrained from construction of the said Residential Project and/or transferring and/or disposing off the other Flats/Apartments in the Residential Project and/or Residential Complex then and in that event without prejudice to the other rights and entitlements of the said CGEWHO, the Allottee(s) shall be liable to compensate for such damages and accordingly keep the said CGEWHO indemnified, saved and harmless against all such suits, actions, proceedings, losses, damages (present remote or consequential), costs, claims, demands and impositions arising by reason of such act or default or omission on the part of the Allottees.
- iv. The Allotment is personal and the Allottee(s) shall not be entitled to transfer, let out, alienate the said Flat/Apartment without the consent in writing of the CGEWHO PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee(s) shall be entitled to let out, grant, lease and mortgage and / or deal with the said Flat/Apartment for which no further consent of the CGEWHO shall be required. All the provisions contained herein and the obligations arising hereunder of the said Residential Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat/Apartment in case of a transfer, as the said obligations go along with the said Flat/Apartment for all intents and purposes.
- v. **FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:** The Allottee(s) agree(s) that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes or variations as the CGEWHO may deem appropriate or as may be directed by

appropriate authorities or as may be made by the CGEWHO keeping in mind any extant or proposed laws, rules and regulations. The Allottee(s) agree(s) to render all cooperation to the CGEWHO in this regard as and when called upon by the CGEWHO without any claim demand demur or protest.

- vi. Cable/Broadband/Telephone Connection: CGEWHO shall make provisions only for two service providers as selected by CGEWHO for providing the service of cable, broadband, telephone etc. The Allottee(s) (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee(s) shall be entitled to avail the cable connection facilities of the designated two service providers to all the Apartments.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DEFINITIONS)

In these presents unless there is anything in the subject or context inconsistent with the following expression shall have the meaning assigned against them.

- 1.1 **“Act”** means the West Bengal Housing Industry Regulation Act, 2017(West Ben. Act XLI of 2017);
- 1.2 **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made d under the West Bengal Housing Industry Regulation Act, 2017;
- 1.3 **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.4 **“Section”** means a section of the Act.
- 1.5 **ARCHITECT** shall mean any other firm of architects appointed by the CGEWHO/ M/s P S Group Reality Pvt. Ltd..
- 1.6 **BUILDING BLOCKS** shall mean the four building blocks proposed to be constructed at the said residential complex each comprising of a ground plus twelve storied building and/or other structures to be constructed at the said Land in accordance with the plan sanctioned by the authorities concerned with any variations as may be permitted.
- 1.7 **ALLOTTEE** shall mean the said **(1) Mr. _____ AND (2) Mrs. _____** and shall mean their respective heirs, heiresses, legal representatives, executors, administrators, nominees, successors and/or assigns.
- 1.8 **CO-OWNERS** according to the context shall mean the persons who for the time being, own any Flat/Unit in the Residential Complex or have agreed to purchase the same and have taken possession thereof (including the CGEWHO for those units and other constructed spaces not alienated by the CGEWHO and/or reserved and/or retained by the CGEWHO for its own exclusive use).
- 1.9 **PARKING SPACE** shall mean all that the Parking Space for car and/or two wheeler in the ground floor of Block 1C, II B, III B and IV B and part of 1st and 2nd floor level parking in Block 1C.
- 1.10 **CARPET AREA** shall mean all that the net usable floor area of the flat/apartment, excluding the

area covered by the external walls, areas under service shafts exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the flat/apartment and the same subject to amendment as per the local panchayet/municipal body and the prevailing state government statutes.

- 1.11 **COMMON PURPOSE** shall mean and include the purpose of maintaining the said Land and/or the said Residential Complex and the said building blocks and in particular the common parts, areas, facilities, installations and meeting of the common expenses and matters relating to mutual rights and obligations of the owner of various Flats/ Units/Apartments and common use and enjoyment thereof.
- 1.12 **COMMON EXPENSES/MAINTENANCE CHARGES** shall mean and include all expenses for the maintenance management upkeep and administration of the Land and the Residential Complex and in particular the common areas and installations and rendition of common services in common to the co-owners and all other expenses for the common purposes (including those mentioned in the **SEVENTH SCHEDULE** hereunder written) to be borne, paid, contributed and shared by the Allottee and the Co-owners.
- 1.13 **COMMON PARTS AND PORTIONS** shall mean and include lobbies, staircases, passageways, Lifts, Lift-shafts, sub-station, pump rooms, machine room, water tank, generator room and other facilities whatsoever required for maintenance and/or management of the building to be determined by the CGEWHO/Owner in its absolute discretion at the time of making over of possession of the said Flat (more fully and particularly described in the **PART-I OF THE FIFTH SCHEDULE** hereunder written).
- 1.14 **COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said Residential Complex for beneficial use and enjoyment of their respective Flats/Apartments (more fully and particularly described in the **PART-II OF THE FIFTH SCHEDULE** hereunder written).
- 1.15 **SAID LAND** shall mean **ALL THAT** the piece and parcel of Homestead Land (Bastu) measuring **138.14 Decimals** out of **240.14 Decimals** more or less comprised in **R.S./L.R. Dag No. 23** measuring **2.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4656**) **AND R.S./L.R. Dag No. 27** measuring **12.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian Nos. 4663, 4655 & 3105**) **AND R.S./L.R. Dag No. 28** measuring **35.63 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 2150, 2151, 4654, 4168, 4236 & 4659**) **AND R.S./L.R. Dag No. 29** measuring **6.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4177**) **AND R.S./L.R. Dag No. 30** measuring **23.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4237, 4231, 4227 & 4880**) **AND R.S./L.R. Dag No. 31** measuring **20.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4229, 2949 & 4880**) **AND R.S./L.R. Dag No. 32** measuring **17.51 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4650 & 4649**) **AND R.S./L.R. Dag No. 49** measuring **22.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 3138, 4178, 4176 & 4662**) lying and situated at Mouja Daulatpur, J.L. No. 79 and within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub Registration Office Bishnupur 24 Parganas (South) and within the local limits of the Kulerdari Gram Panchayat and in the District of 24 Parganas (South) **AND ALL THAT** the piece and parcel of Homestead Land (Bastu) measuring **102.00 Decimals** out of **240.14 Decimals** more or less comprised in **L.R. Dag No. 114** (corresponding to **R.S. Dag No. 115**) measuring **18.00 Decimals** more or less corresponding to **L.R. Khatian No. 688** (previous **L.R. Khatian No. 552 & 551**) **AND L.R. Dag No. 115** (corresponding to **R.S. Dag No. 116**) measuring **22.00 Decimals** more or less corresponding to **L.R. Khatian No. 688** (previous **L.R. Khatian No. 571, 617 & 573**) **AND L.R. Dag No. 116** (corresponding to **R.S. Dag No. 117**) measuring **62.00 Decimals** more or less corresponding to **L.R. Khatian No. 688** (previous **L.R. Khatian No. 616, 614, 550, 553, 549, 554, 614 & 615**) lying

and situated at Mouja Sarmasterchak, J.L. No. 17 and within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub Registration Office - Bishnupur 24 Parganas (South) and within the local limits of the Kulerdari Gram Panchayat and in the District of 24 Parganas (South) (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written).

- 1.16 **PLAN** shall mean the Building plan sanctioned by the authorities concerned being **Sanction No. 420/550/4/REV/KMDA dated 16th October, 2020** and shall include any modification or variation as may be made by the CGEWHO/Owner from time to time with prior sanction from the authorities concerned which may even include subsequent sanction of additional floors over and above the existing sanctioned floors.
- 1.17 **RESIDENTIAL COMPLEX** shall mean the said Land which has been earmarked as the Residential Complex and to comprise of four building blocks and each building block and/or building comprising of several self contained flats/units/apartments constructed spaces and dedicated parking spaces.
- 1.18 **CGEWHO** shall mean the said **CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANIZATION** and shall include the present CEO and/or CEOs and/or those who may be taken in and/or admitted as CEO and/or CEOs and their respective heirs, legal representatives, executors, administrators, nominees, successors and/or assigns.
- 1.19 **FACILITY/SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.
- 1.20 **SUPER BUILT UP AREA** shall mean the total built up area of the Flat/Apartment including the proportionate share in the common parts, portions, areas or facilities and amenities comprised in the said Residential Complex and the aggregate of the same shall be the super built up area of the Flat/Apartment.
- 1.21 **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit (including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit). Such area shall be certified by the Architect.
- 1.22 **THE SAID FLAT** shall mean **ALL THAT** the Flat No. ___ on the _____ Floor of Type ___ of the said Residential Complex presently in course of construction at the said Land containing by ad-measurement _____ Sq. Ft. (Super Built-up Area) and corresponding to _____ Sq. Ft. (Built-up Area) more or less and corresponding to _____ Sq. Ft. (Carpet Area) more or less TOGETHER WITH permission to park **one** ___ **Parking Space** in the said Land AND TOGETHER WITH the proportionate share or interest in all common parts portions areas and facilities forming part of the said Residential Complex.
- 1.23 **USER/HOUSE RULES** shall mean the rules and regulations regarding the user/holding of the said Flat as hereinafter stated.
- 1.24 **INTEREST** shall mean amount to be paid towards equalisation charges at the rate of prime lending rate of the State Bank of India (prevailing at the time of the Scheme Closure Date) plus two percent thereon per annum.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(DEVOLUTION OF TITLE)**

Sl. No.	Name of the Vendor	Name of the Purchaser	Deed No., Date & Place of Regn.	L.R. Khatian No.	L.R. Dag No.	Area of Land
1.	Eeshvi Real Estate LLP	CGEWHO	I - 3193 of 29 th June, 2020 Book No. I Vol. No. 1904-2020 Pages - 195644 to 195729 ARA-IV Kolkata	4656	23	2.00
	Total Area:					2.00
2.	Ekaraj Housing LLP Esther Buildcon LLP Phobos Tours & Travel Pvt. Ltd.	CGEWHO	I - 3180 of 29 th June, 2020 Book No. I Vol. No. 1904-2020 Pages - 195151 to 195260 ARA-IV Kolkata	4663 4655 3105	27 27 27	5.00 3.00 4.00
	Total Area:					12.00
3.	Deepak Kumar Jayaswal Anup Kumar Jayaswal Ayanna Construction LLP Thyone Retail Pvt. Ltd. Galtonia Builders Private Limited Etaka Homes LLP	CGEWHO	I - 3188 of 29 th June, 2020 Book No. I Vol. No. 1904-2020 Pages - 196379 to 196489 ARA-IV Kolkata	2150 2151 4654 4168 4236 4659	28 28 28 28 28	5.75 5.75 4.00 10.00 6.00 4.13
	Total Area:					35.63
4.	Thyone Herbal Products Pvt. Ltd.	CGEWHO	I - 3183 of 29 th June, 2020 Book No. I Vol. No. 1904-2020 Pages - 197002 to 197098 ARA-IV Kolkata	4177	29	6.00
	Total Area:					6.00
5.	Colletia Housing Pvt. Ltd.	CGEWHO	I - 3191 of 29 th June,	4237	30	10.00

	Leymus Realty Pvt. Ltd. Bahigrass Housing Pvt. Ltd. Siddhartha Mukherjee		2020 Book No. I Vol. No. 1904-2020 Pages - 195042 to 195150 ARA-IV Kolkata	4231 4227 4880	30 30 30	4.00 6.00 3.00
Total Area:						23.00
6.	Siddhartha Mukherjee Biarum Builders Pvt. Ltd.	CGEWHO	I - 3199 of 29 th June, 2020 Book No. I Vol. No. 1904-2020 Pages - 196091 to 196201 ARA-IV Kolkata	4229 2949 4880	31 31 31	10.00 2.786 7.214
Total Area:						20.00
7.	Thyone Agri Products LLP Ekaraj Properties LLP	CGEWHO	I - 3184 of 29 th June, 2020 Book No. I Vol. No. 1904-2020 Pages - 195730 to 195839 ARA-IV Kolkata	4650 4649	32 32	8.26 9.25
Total Area:						17.51
8.	Thyone IT Solutions Pvt. Ltd. Deimos Management Consultants Pvt. Ltd. Phobos Books and Periodicals Pvt. Ltd. Esther Properties LLP	CGEWHO	I - 3197 of 29 th June, 2020 Book No. I Vol. No. 1904-2020 Pages - 192207 to 192332 ARA-IV Kolkata	3138 4178 4176 4662	49 49 49 49	7.00 2.00 10.00 3.00
Total Area:						22.00
9.	Phobos Retail Pvt. Ltd. Phobos IT Solutions Pvt. Ltd.	CGEWHO	I - 3200 of 29 th June, 2020 Book No. I Vol. No. 1904-2020 Pages - 195999 to 196090 ARA-IV Kolkata	552 551	114 114	10.00 8.00
Total Area:						18.00

10.	Shoebill Realty Pvt. Ltd. Ayanna CGEWHOs LLP Vetiver Realty Pvt. Ltd.	CGEWHO	I - 3195 of 29 th June, 2020 Book No. I Vol. No. 1904-2020 Pages - 192333 to 192441 ARA-IV Kolkata	571 617 573	115 115 115	10.00 9.00 3.00
Total Area:						22.00
11.	Evaraj Projects LLP Etaka Builders LLP Deimos Travels Pvt. Ltd. Bas Herbal Products Pvt. Ltd. Deimos Computer Pvt. Ltd. Deimos Herbal Products Pvt. Ltd. Esther Infraprojects LLP	CGEWHO	I - 3190 of 29 th June, 2020 Book No. I Vol. No. 1904-2020 Pages - 196246 to 196378 ARA-IV Kolkata	616 614 550 553 549 554 614 615	116 116 116 116 116 116 116 116	8.00 6.00 10.00 10.00 10.00 4.00 4.00 10.00
Total Area:						62.00

THE THIRD SCHEDULE ABOVE REFERRED TO

(SAID PREMISES)

ALL THAT the piece and parcel of Homestead Land (Bastu) measuring **138.14 Decimals** out of **240.14 Decimals** more or less comprised in **R.S./L.R. Dag No. 23** measuring **2.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4656**) **AND R.S./L.R. Dag No. 27** measuring **12.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian Nos. 4663, 4655 & 3105**) **AND R.S./L.R. Dag No. 28** measuring **35.63 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 2150, 2151, 4654, 4168, 4236 & 4659**) **AND R.S./L.R. Dag No. 29** measuring **6.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4177**) **AND R.S./L.R. Dag No. 30** measuring **23.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4237, 4231, 4227 & 4880**) **AND R.S./L.R. Dag No. 31** measuring **20.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4229, 2949 & 4880**) **AND R.S./L.R. Dag No. 32** measuring **17.51 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 4650 & 4649**) **AND R.S./L.R. Dag No. 49** measuring **22.00 Decimals** more or less corresponding to **L.R. Khatian No. 4971** (previous **L.R. Khatian No. 3138, 4178, 4176 & 4662**) lying and situated at Mouja Daulatpur, J.L. No. 79 and within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub Registration Office Bishnupur 24 Parganas (South) and within the local limits of the Kulerdari Gram Panchayat and in the District of 24 Parganas (South) **AND ALL THAT** the piece and parcel of Homestead Land (Bastu) measuring **102.00 Decimals** out of **240.14 Decimals** more or less comprised in **L.R. Dag No. 114** (corresponding to **R.S. Dag No. 115**) measuring **18.00 Decimals**

more or less corresponding to **L.R. Khatian No. 688** (previous **L.R. Khatian No. 552 & 551**) **AND L.R. Dag No. 115** (corresponding to **R.S. Dag No. 116**) measuring **22.00 Decimals** more or less corresponding to **L.R. Khatian No. 688** (previous **L.R. Khatian No. 571, 617 & 573**) **AND L.R. Dag No. 116** (corresponding to **R.S. Dag No. 117**) measuring **62.00 Decimals** more or less corresponding to **L.R. Khatian No. 688** (previous **L.R. Khatian No. 616, 614, 550, 553, 549, 554, 614 & 615**) lying and situated at Mouja Sarmasterchak, J.L. No. 17 and within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub Registration Office - Bishnupur 24 Parganas (South) and within the local limits of the Kulerdari Gram Panchayat and in the District of 24 Parganas (South), a detail where of is set out hereinafter:

SL. No.	R.S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Nature of Land	Share in Dag	Total Area in Dag (Decimal)	Area conveyed (Decimal)
1.	23	23	4971	Bastu	0.1250	13.00	2.00
2.	27	27	4971	Bastu	0.5455	22.00	12.00
3.	28	28	4971	Bastu	0.7447	47.00	35.63
4.	29	29	4971	Bastu	0.1035	58.00	6.00
5.	30	30	4971	Bastu	0.3383	68.00	23.00
6.	31	31	4971	Bastu	0.2928	69.00	20.00
7.	32	32	4971	Bastu	0.2906	60.00	17.51
8.	49	49	4971	Bastu	0.3084	74.00	22.00
9.	115	114	688	Bastu	0.6207	29.00	18.00
10.	116	115	688	Bastu	0.6697	33.00	22.00
11.	117	116	688	Bastu	0.7049	88.00	62.00
TOTAL							240.14

OR HOWSOEVER OTHERWISE the said **PREMISES** or the same is now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished in the manner as set out hereinafter:-

- On the North by** : Land of R.S. Plot Dag Nos. 115, 116, 117 in Mouza – Sarmasterchak and R.S. & L.R. Plot Dag Nos. 23, 27, 30, 31, 32 and 49, in Mouza – Daulatpur.
- On the South by** : R.S. & L.R. Plot Dag Nos. 28, 29, 30, 31, 32 & 49 in Mouza – Daulatpur and R.S. Plot Dag Nos. 117 in Mouza – Sarmasterchak.
- On the East by** : R.S. & L.R. Plot Dag Nos. 30, and 49 in Mouza – Daulatpur and R.S. Plot Dag Nos. 116 and 117 in Mouza – Sarmasterchak..
- On the West by** : R.S. & L.R. Plot Dag No. 29, 28 in Mouza – Daulatpur, R.S. Plot Dag Nos. 115 and 117 (part) in Mouza – Sarmasterchak and partly by access road (40 Feet wide) to the project site connecting Diamond Harbour Road

THE FOURTH SCHEDULE ABOVE REFERRED TO

**PART-I
(THE SAID FLAT)**

ALL THAT the Flat No. ___ on the _____ Floor of Type ___ Block No. ___ of the said Residential Complex presently in course of construction at the said Land containing by ad-measurement _____ Sq. Ft. (Super Built-up Area) and corresponding to _____ Sq. Ft. (Built-up Area) more or less and corresponding to _____ Sq. Ft. (Carpet Area) more or less TOGETHER WITH permission to park **one** ___ Parking Space in the said Land AND TOGETHER WITH the proportionate share or interest in all common parts portions areas and facilities forming part of the said Residential Complex.

OR HOWSOEVER OTHERWISE the said FLAT are presently under construction and as such the possession has not yet been handed over to the Allottee.

**PART-II
(SPECIFICATIONS OF THE SAID FLAT)**

Living / Dining / Lobby / Passage	
Floor	Vitrified Tiles
Walls	Plaster of Paris/Wall Putty
Bedrooms	
Floor	Vitrified Tiles in all Bedrooms
Walls	Plaster of Paris/Wall Putty
Kitchen	
Walls	Rectified joint free tiles up to 2' on counter walls and wash areas, balance finished with Plaster of Paris/Wall Putty.
Floor	Anti-skid ceramic tiles.
Counter	Granite Counter.
Fitting / Fixtures	Stainless Steel Sink with reputed make fittings.
Bathrooms	
Walls	Designed ceramic tiles up to door height.
Floor	Anti Skid Ceramic tiles.
Sanitary Ware and CP Fittings	Sanitary ware and fittings Jaquar/Parry ware/Hind ware/Cera).
Doors & Windows	
Entrance Doors	Decorated Flush Doors.
Internal Doors	Flush Doors.
Windows	Aluminum windows.
Electrical	

Modular switches of reputed make and concealed copper wiring.

THE FIFTH SCHEDULE ABOVE REFERRED TO
PART-I
(COMMON AREAS)

For the respective Residential Complex :-

1. Fire refuge platform in each tower;
2. Overhead water tank in each tower;
3. Mumty room in each tower;
4. Lift well, staircase in each tower;
5. Security room;
6. Common corridor at every floor of each tower;
7. Entrance lobby in each tower;
8. Fire tank;
9. Sewerage treatment plant;
10. Underground Water Tank,
11. Rain water harvesting,
12. Common toilets,
13. Pump room,
14. Area for community hall,
15. Electrical Yard for substation/transformer
16. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the Building Block,
17. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump.
18. Water pump and pump rooms with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different Flats of the Residential Complex,
19. Internal driveways of the Residential Project,
20. Landscape gardens of the Residential Project including the podium garden.

PART-II
(COMMON AMENITIES & FACILITIES OF THE RESIDENTIAL COMPLEX)

1. Swimming pool;
2. Games room;
3. Solar panels;
4. Rain water harvesting;
5. Sewage treatment plant;
6. Organic waste composter;

7. Kids Zone;
8. Community hall;
9. Generator backup for common areas;
10. Generator backup for 2 BHK – 2 KVA and 3 BHK – 3 KVA
11. Fire door at fire escape staircase;
12. Intercom; and
13. CCTV surveillance.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(TOTAL PRICE AND PAYMENT PLAN)

The Total Price payable for the said Flat is Rs. _____/- (Rupees _____ Only) and Rs. _____/- (Rupees _____ Only), for parking space in the covered Garage and the amount payable as Extras and Deposits of Rs. _____/- (Rupees _____ Only) thus totalling to Rs. _____/- (Rupees _____ Only) for the said Flat

Sl. No.	Particulars	Amounts (Rs.)
1.	Cost of Flat	
2.	Cost of Parking Space	
3.	Extras and Deposits	
Total Price:		

(Payment Plan)

INSTALLMENT	PARTICULARS	STAGE WHEN TO BE DEMANDED
On applying	10% of the Total Price plus GST towards Booking Amount	Along with application by the last date of receiving application(s), or extension thereof
FIRST	20% of the Total Price plus GST.	Agreement will be signed within 45 days of date of Allotment Letter. Payment will be made within 60 days of the date of Allotment Letter.
SECOND	25% of Total Price plus GST.	After commencement of work.
THIRD	25% of cost of Flat plus GST.	After attaining 55% progress of the work at project site.
FOURTH	20% of Total Price plus GST.	After attaining 80% progress of the work at project site
FIFTH	An amount equivalent to 1.5% of the final cost of Unit towards interest free maintenance fund to cover major capital works, unexpected emergencies and long-term repair costs together	After attaining 100% progress of the work at project site and on obtaining occupancy / completion certificate from the local development authority.

	with Equalization Charges at the same rate of Interest (if any) on default/late joining plus applicable GST	
<p>Notes:</p> <ul style="list-style-type: none"> i) PAYMENT OF FIRST INSTALMENT IS TO BE MADE ONLY AFTER SIGNING AND REGISTRATION OF THE AGREEMENT TO SALE. ii) Separate call demand notice for each installment shall be sent giving thirty days time, for making the payment. iii) Payments are to be made by Bank Drafts/Pay Order/NEFT/RTGS as per _____ CGEWHO Rule-20 of Part-B. Personal cheque and cash will not be accepted. Cheque of Employer/Financial Institution will be accepted issued towards disbursement of housing loan installment(s). iv) Beneficiaries are advised to remain in contact with CGEWHO and keep visiting the website [www.cgewho.in] regarding issue of demand notices(s) etc. Notice(s) published on the Website [www.cgewho.in] of the organization or sent through E-Mail/SMS/Speed Post shall be considered notice delivered to beneficiary. 		

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THE SEVENTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES/MAINTENANCE CHARGES)

1. **MAINTENANCE**: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Residential Complex and enjoyed or used by the Allottees in common with other occupiers or serving more than one Unit and main entrance and exit gates, landings and staircases of the Complex/ Building Block and enjoyed by the Allottees or used by their in common as aforesaid and the boundary walls, compounds etc. of the Complex. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Complex so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL**: All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the CGEWHO or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the Complex (save those assessed separately in respect of any).
6. **INSURANCE**: Insurance premium for insurance of the Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

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

SIGNED, SEALED & DELIVERED by the above named **CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANIZATION** by affixation of its office Seal by its Constituted Attorney **Mr. _____** in presence of:

1.

2.

SIGNED, SEALED AND DELIVERED by the **ALLOTTEE** at Kolkata in the presence of:

1.

2.

Drafted and prepared
in my office:

High Court, Calcutta

RECEIVED of and from the within-named ALLOTTEE the within-mentioned sum of Rs. _____/- [Rupees _____ Only] the ADVANCE/EARNEST money payable under these presents as per memo below:

Rs. _____

[Rupees _____ Only]

MEMO OF CONSIDERATION

SL. No.	Name of CGEWHO	Bank Name & Branch	Cheque/Draft No. & Date	Amount (in Rupees)
1.				
TOTAL AMOUNT				

 SIGNATURE OF THE CGEWHO

Witnesses:

- 1)
- 2)

DATED THIS DAY OF
2021

BETWEEN

CENTRAL GOVERNMENT EMPLOYEES WELFARE
HOUSING ORGANIZATION

..... VENDOR

- AND -

..... ALLOTTEE

AGREEMENT FOR SALE