

**AGREEMENT FOR SALE**

***THIS AGREEMENT FOR SALE*** ("***Agreement***") executed on this [•] day of [•], 2020

***BETWEEN***

***CELICA PROPERTIES PRIVATE LIMITED***, (formerly known as Smitkriti Enterprises Private Limited) a company within the meaning of the Companies Act, 2013, (CIN No. U70101WB1988PTC203525) (PAN AARCS4202N) having its registered office at 24 Park Street, , P.S. Shakespeare Sarani, , P.O. Park Street, , Kolkata – 700016, , hereinafter referred to as the "***PROMOTER***" (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors and assigns) represented by its [•] (PAN No. [•]) duly authorized to execute this Agreement by virtue of Board Resolution dated [•] of the ***FIRST PART***.

***AND***

Mr./Ms. [•], son/daughter of [•], aged about [•], residing at [•] (Aadhar No. [•] / (PAN No.[•]), hereinafter referred to as the "***ALLOTTEE***" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, representatives and/or assigns) of the ***SECOND PART***:

[OR]

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

The Promoter and Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

**WHEREAS:**

- A. The Promoter herein is the absolute and lawful owner and otherwise well and sufficiently entitled to All That piece and parcel of land being Premises No. 2B/1, Dover Road, Kolkata – 700 019 containing by actual measurement an area of 18 cottahs 4 chittaks and 25 square feet more or less but as per the title deed an area of 17 cottahs, 15 chittaks and 16.56 square feet more or less fully described in **Part I** of the **First Schedule** hereunder written (hereinafter referred to as “the **Project Land**”).
- B. The particulars of title of the Promoter to the Project Land are fully described in **Part – IV** of the **First Schedule** hereto (hereinafter referred to as “the **Devolution of Title**”).
- C. The Promoter with the intention and for the purpose of development of an integrated housing project has earmarked a portion of the Project Land being land measuring 192.49 sq m more or less fully described in **Part – II** of the **First Schedule** hereunder written (**Tower Land**) and delineated in orange colour on the plan annexed hereto and marked as **Annexure “A”**, to comprise 12 apartments in a B + G +12 storied building intended to be constructed thereon (**Tower Block**) and has also earmarked a portion of the Project Land being land measuring 327.29 sq m more or less fully described in **Part – III** of the **First Schedule** hereunder written (**Bungalow Land**) delineated in blue colour on the plan annexed hereto and marked as **Annexure “B”** to comprise of a separate G+4 storied bungalow which may comprise of separate residential units also (**Bungalow Block**) intended to be constructed thereon together with various common areas, amenities and facilities intended to constructed thereon. (**“Project”**).

- D. The Promoter has caused a plan to be sanctioned by the Kolkata Municipal Corporation, being B.S. No. 2017080081 dated 18<sup>th</sup> January, 2018 ("**Plan**"), for construction of the Project.
- E. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land have been completed.
- F. The Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Project and the apartment or buildings thereon, as the case may be, from the Kolkata Municipal Corporation vide Building Permit No. 2017080081 dated 18<sup>th</sup> January 2018 and agrees and undertakes that it shall not make any changes to these approved plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- G. The Promoter has named the Project "Celica Residency" and has registered the Project under the provisions of the Act with West Bengal Housing Industry Regulatory Authority at [•] on [•] under Registration No. [•].
- H. The Allottee has applied for allotment of an apartment in the Tower Block in the Project vide application No. [•] dated [•] and has been allotted Apartment No.[•] having carpet area of [•] square feet more or less, along with balcony having an area of [•] square feet more or less, built up area of [•] sq ft more or less and super built up area of [•] square feet more or less, on the [•] floor in the Tower Block to be developed on the Tower Land along with [•] nos. of parking space (s) in the MLCP Unit No. [•] ("**Said Garage**"), to be constructed in accordance with the Specifications as mentioned in **Part - II** of the **Second Schedule** hereto TOGETHER WITH a Proportionate Undivided Share in the Tower Land AND the right to use the Common Areas, Amenities and Facilities of the Project as and when they are constructed or made ready and fit for use, to be used with all other allottees and the occupiers of the apartments in the Project as well as the allottee (s) and the occupants of the Bungalow Block (**Project Common Areas, Amenities and Facilities**) morefully mentioned in the **Third Schedule** as permissible under

applicable law (hereinafter collectively referred to as the "**Said Apartment**") and morefully mentioned in **Part – I** of the **Second Schedule** hereto and the layout of the apartment and the parking space delineated in green and yellow colour respectively on the plans annexed hereto and marked as **Annexure "C" and Annexure "D"** respectively.

- I. The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the owner(s) and occupants of the Bungalow Block to be constructed on the Bungalow Land, with whom such Project Common Areas, Amenities and Facilities will be shared.
- J. The Allottee has also been made aware and agrees that the Promoter and the owner(s) and occupiers of the Bungalow Block shall always be entitled to the Project Land and all benefits arising therefrom including a permanent right and easement of access to the Bungalow Land through the roads, paths and passages of the Tower Land comprised in the Project and/or through the other parts or portions of the Tower Land.
- K. The Allottee has been further expressly made clear that the allottees in the Tower Block, to be constructed on the Tower Land shall not be entitled to use and/or enjoy the Bungalow Block or its amenities and facilities and/or other areas of the Bungalow Land as mentioned herein and the owner (s) and occupiers of the Bungalow Block shall have the exclusive rights over the Bungalow Block and the Bungalow Land which at the option of the Promoter may be divided and/or demarcated from the rest of the Project Land in such manner and fashion including by hedges, bushes or wall or fencing as the Promoter may deem fit and proper.

- L. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- M. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.
- N. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- O. 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.
- P. The Allottee has been made aware and has unconditionally agreed that the owners and occupants of apartments in the Tower Block and the Bungalow Block in the Project shall always have complete and unhindered access to the Project Common Areas, Amenities and Facilities.
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to transfer its right title and interest in the Said Apartment TOGETHER WITH a Proportionate Undivided Share in the Tower Land AND a right to use the Common Areas, Amenities and Facilities of the Project (as and when they are constructed or made ready and fit for use in phases) to be used with all other allottees and the occupants of the apartments in the Project as well as the allottee (s) and occupants of the Bungalow Block and the Allottee hereby agrees to purchase the Said Apartment subject to the terms and conditions contained in all the recitals above. The parties agree that after deducting the Bungalow Land and the Tower Land from the Project Land, the remaining portion of the Project Land shall constitute the common areas and shall be conveyed to the Association of the allottees of the Project along with the amenities and facilities meant for use of all

allottees of the Project (***Project Common Areas, Amenities & Facilities***) which shall be formed in terms of the provisions of the West Bengal Apartment Ownership Act, 1972 and the Allottee agrees to pay pro rata share of the stamp duty and registration charges and the costs as may be payable in respect of such transfer of the Project Common Areas, Amenities and Facilities to the Association and for formation of the Association..

***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. DEFINITIONS:**

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

- 1.1 ***“Act”*** means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017);
- 1.2 ***“appropriate Government”*** means the State Government;
- 1.3 ***“Allottees”*** means the persons to whom apartments in the Tower Block or the Bungalow in the Project has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent and shall mean and include :
  - (a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
  - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.

- (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
  - (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
  - (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
  - (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.
- 1.4 **“Apartment”**, whether called a dwelling unit or flat or premises or suit or tenement or unit or by any other name, means a separate and self-contained part of the Building in the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, in the Building, used or intended to be used for any residential purpose.
- 1.5 **“Applicable laws”**, shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India.
- 1.6 **“Association”** shall mean an association of all the allottees of the Project (including the Promoter for such apartments of the Project not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.

- 1.7 **“Building”** shall mean the Tower Block to be developed on the Tower Land and the Bungalow Block to be developed on the Bungalow Land comprised in the Project including such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter on the Tower Land and the Bungalow Land from time to time.
- 1.8 **“Built-Up Area”** and/or **“Covered Area”** in relation to an Apartment shall mean the floor area of that Apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Apartments, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Apartment.
- 1.9 **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Apartment, as more particularly defined in the Act.
- 1.10 **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Building and the Project Common Areas, Amenities and Facilities and further the expenses for Common Purposes of the Allottees and shall be payable proportionately by the Allottee periodically as part of maintenance charges.
- 1.11 **“Common Purposes”** shall include the purposes of managing and maintaining the Project, the Building and in particular the Project Common Areas, Amenities and Facilities, rendition of services in common to the Allottees of the Said Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Project Common Areas, Amenities and Facilities in common.



- 1.12 **“Garage”** shall mean such spaces in the Project that may be sanctioned by the competent authority as a garage or parking space, and shall include parking units in the Multi Level Car Parking system.
- 1.13 **“Maintenance Agency”** shall mean the Promoter or such committee to be appointed by the Promoter for the time being and, upon its formation, the Association, for the Common Purposes.
- 1.14 **“Project Common Areas, Amenities and Facilities”** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that may be built or installed by the Promoter on the remaining portion of the Project Land (after deducting therefrom the Bungalow Land and the Tower Land) from time to time for the use and enjoyment thereof by all the allottees of the Project more particularly mentioned in the **THIRD SCHEDULE** hereto.
- 1.15 **“Project”** shall mean the work of development undertaken, completed and/or to be undertaken and completed by the Promoter jointly in respect of the Project Land and/or any modification or extension thereof till such development of the Project Land is completed and possession of the completed Apartments including the Bungalow Block therein are made over to the respective allottees.
- 1.16 **“Project Land”** shall mean the land comprised in premises No. 2B/1, Dover Road Kolkata containing by actual measurement an area of 18 cottahs 4 chittak and 25 sq ft more or less but as per title deed an area of 17 cottahs 15 chittaks and 16.56 sq ft more or less more particularly mentioned and described in **PART - A** of the **FIRST SCHEDULE** hereunder written.
- 1.17 **“Proportionate”** with all its cognate variations shall mean the ratio that the Carpet Area of any apartment may bear to the total Carpet Area of all the

apartments and the Bungalow Block in the Project upon its final computation which proportion may vary upon construction of additional floors or areas even after receipt of completion certificate as per present plan.

- 1.18 ***“Proportionate Undivided Share in the Tower Land”*** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share in the Tower Land that is attributable to such Apartment at any point of time being the ratio that the carpet area of the Apartment bears to the total carpet area of all the apartments in the Tower in the Project
- 1.19 ***“Regulations”*** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- 1.20 ***“Rules”*** means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.
- 1.21 ***“Said Apartment”*** shall mean the Apartment, the said Garage, (if any), proportionate undivided share in the Tower Land and the right to use the Project Common Areas, Amenities and Facilities more particularly mentioned and described in ***PART-I*** of the ***SECOND SCHEDULE*** hereunder written.
- 1.22 ***“Said Garage”*** shall mean [•] nos of parking space (s) in the MLCP Unit No. [•]
- 1.23 ***“Sanctioned Plans”*** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Plan/Permit No. 2017080081 dated 18<sup>th</sup> January, 2018 for construction of the Building on the Project Land and shall include all revisions made thereto.
- 1.24 ***“Section”*** means a Section of the Act.
- 1.25 ***Super Built-Up Area”*** of an apartment shall mean the Built-Up Area of such Apartment and the Proportionate share in the Project Common Areas, Amenities and Facilities attributable to such apartment at any point of time.

- 1.26 **“Tower Block Allottees”** shall mean the persons who have from time to time purchased and/or intend to purchase different apartments in the Tower Block and shall also include the Promoter in respect of such apartments in the Tower Block which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Promoter.
- 1.27 **“Project Allottees”** shall mean the persons who have from time to time purchased and/or intend to purchase different apartments in the Project (including the Bungalow allottee (s) and shall also include the Promoter in respect of such apartments in the Project which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Promoter.
- 1.28 **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- 1.29 **“Singular”** number shall include the **“Plural”** and vice versa.

2. **TERMS:**

- 2.1 On the assurance of the Allottee having understood and being fully acquainted with the Scheme of Development of the Project and subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase Apartment No.[•] having carpet area of [•] square feet more or less, along with balcony having an area of [•] square feet more or less, built up area of [•] sq ft more or less and super built up area of [•] square feet more or less, on the [•] floor in the Tower Block to be developed on the Tower Land along with [•] nos. of parking space (s) in the MLCP Unit No. [•] (**“Garage”**), to be constructed in accordance with the Specifications as mentioned in **Part - II** of the **Second Schedule** hereto TOGETHER WITH a Proportionate Undivided Share in the Tower Land AND TOGETHER WITH the right to use the Common Areas, Amenities and Facilities of the Project as and when they are constructed or made ready and fit for use, to be used with all other allottees and the occupiers of the Apartments in the Project including the allottee

(s) and occupants of the Bungalow Block (**Project Common Areas, Amenities and Facilities**) morefully mentioned in the **Third Schedule** as permissible under applicable law (hereinafter collectively referred to as the "**Said Apartment**") and morefully mentioned in **Part – I** of the **Second Schedule** hereto and the layout of the apartment and the parking space delineated in green and yellow colour respectively on the plans annexed hereto and marked as **Annexure "C"** and **Annexure "D"** respectively.

2.2 The Total Price for the said Apartment is Rs. [•]/- (Rupees [•] only) ("**Total Price**"):

<b>Sl. No.</b>	<b>Description</b>	<b>Rate Per Square (In INR)</b>	<b>Amount (In INR)</b>
A.	<b><u>Unit Price:</u></b> a) Cost of Apartment/Unit b) Garage	[Please specify rate]	[Please specify total]
	<b>Sub-Total :</b>		
B.	<b><u>Other Charges:</u></b> (a) Proportionate share of costs, charges and expenses of installation of generator and proportionate share of installation of transformer and electricity charges calculated @Rs. [•]/- per sq ft of super built up area.  (b) (b) Proportionate share of VRV Airconditioning System calculated @Rs. [•]/- per sq ft of super built up area  (c) Contribution for becoming a	(a) Rs. [•]          (b) Rs. [•]          (c) Rs. [•]	

	<p>Member of the Association.</p> <p>(d) Legal/Documentation charges @Rs. [•]/- per sq ft of super built up area excluding stamp duty and registration fees, registration / commission fees and expenses which shall be paid extra by the Allottee at actuals</p> <p>(e) Interest free common area maintenance charges for 24 months @ Rs.[•]/- per sq.ft of the super built-up area to be paid as per notice of possession.</p>	<p>(d) Rs. [•]</p> <p>(e) Rs. [•]</p>
	<b>Sub-Total :</b>	
	<b>Total Price (A + B)</b>	

In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per payment schedule:

- (a) Cost of installation of electricity meter;
- (b) Stamp Duty/registration charges/commission charges and other incidental expenses in this regard for stamping, registration and commission;
- (c) Charges for mutation and separate assessment of the Said Apartment, mutation fee, if any, and other miscellaneous charges and incidental charges in relation to mutation;

- (d) Costs charges and expenses for providing satellite, cable TV connection, per connection as per actuals; and
- (e) Interest Free Sinking Fund @ Rs.[•]/- per sq. ft. of super built-up area amounting to Rs.[•]/-.

Notes:

- (i) Interest free advance common area maintenance charges has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.
- (ii) The abovementioned advance common area maintenance and sinking fund shall be received by the Promoter on behalf of the ultimate Association and transferred by the Promoter to the Association of the apartment owners upon its formation subject to the provisions of clause 14.4 hereunder.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association of Allottees, after obtaining completion certificate of the Project. However the Total Price does not include the Goods and Service Tax, which is payable by the Allottee. The Goods and Service Tax (GST) payable by the Allottee shall be paid by the Allottee at applicable rates.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project (as may be extended) the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
  - (iv) The Total Price of the Said Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Project Common Areas, Amenities and Facilities, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Said Apartment, lift, water line and plumbing, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Project Common Areas, Amenities and Facilities, maintenance deposits and other charges as mentioned in clause 2.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 2.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose details of the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall

only be applicable on subsequent payments Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee.

- 2.4 The Allottee(s) shall make payment as per the payment plan set out in the ***Fourth Schedule*** hereto ("***Payment Plan***").
- 2.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities as described herein (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Said Apartment/Tower Block /Project Common Areas, Amenities and Facilities, as the case may be without the previous written consent of the Allottee as per provisions of the Act Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations in accordance with applicable laws.
- 2.6 The Allottee(s) agree(s) that he/they is/are aware that the Promoter is developing and/or proposing to develop the other portions of the Project, (including the Bungalow Block) whose occupants will also use the Project Common Areas, Amenities and Facilities and installations thereat. The Allottee has been further expressly made clear that the allottees in the Tower Block , to be constructed on the Tower Land shall not be entitled to use and/or enjoy the Bungalow Block or its amenities and facilities and/or other areas of the Bungalow Land as mentioned herein. The owner (s) and occupiers of the Bungalow Block shall have the exclusive rights over the Bungalow Block and the Bungalow Land.
- 2.7 The rights of the Allottee is limited to ownership of the Said Apartment TOGETHER WITH the proportionate undivided and impartible share in the Tower Land alongwith a right to use the (but not ownership of) the Project Common Areas, Amenities and Facilities and the Allottee hereby accepts the same and shall



not, under any circumstances, raise any claim, of ownership, contrary to the above.

- 2.8 The Allottee shall only have user rights in the Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the Said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.
- 2.9 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said Apartment is complete and the occupancy 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 Said Apartment shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum; from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3 (three) percent of the carpet area of the Said Apartment allotted to Allottee, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in the **Fourth Schedule**. All these monetary adjustments shall be made at the same rate per square foot as agreed in clause 2.2 of this Agreement.
- 2.10 Subject to clause 10.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Said Apartment;
  - (ii) The Proportionate Undivided Share in the Tower Land.
  - (ii) The right to use the Project Common Areas, Amenities and Facilities

- (iii) It is clarified that the Promoter in accordance with recital Q hereinbefore, shall convey and hand over the Project Common Areas, Amenities and Facilities to the Association of Apartment Owners of the Project, to be formed after duly obtaining the completion certificate from the competent authority for the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the Said Apartment and the Project as the case may be, however with prior intimation to and permission from the Promoter.

2.11 It is made clear by the Promoter and the Allottee agrees that the Said Apartment along with the Said Garage shall be treated as a single indivisible unit for all purposes. It is agreed that except for and subject to proposed sharing of infrastructure, Project Common Areas, Amenities and Facilities between the owners and occupants of both the Bungalow Block and the Tower Block the Project is an independent, self-contained project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity. It is clarified that the Project Common Areas, Amenities and Facilities shall be available only for use and enjoyment of all the allottees and the occupiers of the apartments in the Project. The Allottee has also been made aware and agrees that the Promoter and the owner(s) and occupiers of the Bungalow Block shall also be entitled to the Project Land and all benefits arising therefrom including the right to access to the Bungalow Land through the roads paths and passages of the Tower Land comprised in the Project and/or through the Tower Land. The Allottee has been further expressly made clear that the allottees and the occupiers of the apartments in the Tower Block , to be constructed on the Tower Land shall not be entitled to use and/or enjoy the Bungalow or its amenities and facilities and/or other areas of the Bungalow Land as mentioned herein and the owner (s) and occupier (s) of the Bungalow Block shall have the exclusive rights over the Bungalow Block and the Bungalow Land.

- 2.12 Till Possession Date, the Promoter shall be liable to pay all outgoings in respect of the Said Apartment which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 2.13 The Allottee has paid a sum of Rs.[•]/- (Rupees [•] only) including GST as booking amount being part payment towards the Total Price of the Said Apartment at the time of application, the receipt of which the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining price of the Said Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum.

### 3. **MODE OF PAYMENT:**

- 3.1 Subject to the terms of the Agreement, the Allottee and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written/email demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in the **Fourth Schedule** hereunder or otherwise, through account payee local cheques/demand drafts/banker's cheques or online payment (as applicable) in favour of '**CELICA PROPERTIES PVT LTD.**' payable at Kolkata or

in the manner mentioned in the demand/email. Outstation cheques shall not be accepted.

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

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

4.2 The Promoter accepts no responsibility in regard to matters specified in clause 4.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

6. ***TIME IS ESSENCE:***

The Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment to the Allottee and the Project Common Areas, Amenities and Facilities to the association of the allottees or the competent authority, as the case may be.

7. ***CONSTRUCTION OF THE PROJECT/ APARTMENT:***

The Allottee has seen and accepted the proposed layout plan of the Said Apartment and also the floor plan as also shown in ***Annexure-C*** to the Agreement, Specifications, Project Common Areas, Amenities and Facilities as mentioned in the ***SECOND SCHEDULE*** and the ***THIRD SCHEDULE*** hereto which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under applicable laws and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

8. ***POSSESSION OF THE SAID APARTMENT:***

- 8.1 ***Schedule for possession of the Said Apartment*** - The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment along with ready and complete Project Common Areas, Amenities and Facilities with all specifications, amenities and facilities by the end of December 2022 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("***Force Majeure***"). If however, the completion of the said Project is delayed due to the Force Majeure conditions or any other events beyond the control of the Promoter including but not limited to change in law, local disturbances, non-availability or irregular availability of essential inputs, water supply or sewerage disposal connection or electric power, or slow down or strike by contractor, construction agency employed/to be employed, change in any Governmental/Statutory Notifications, any order/stipulation of the courts/statutory or local authorities, any prohibition order from any court of law or statutory authorities, then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Said Apartment, provided that such Force Majeure conditions are of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 8.2 ***Procedure for taking possession*** - The Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever name called

issued by the competent authority) from the competent authority shall offer in writing the possession of the Apartment, (“**Notice of Possession**”) to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate (the “**POSSESSION DATE**”). Provided That the conveyance deed of the Apartment in favour of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the Fourth Schedule hereto and taking possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided under the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, agree(s) to pay the maintenance charges, proportionate share of municipal tax and all other outgoings as determined by the Promoter/association of allottees, as the case may be, on and from the Possession Date. The Promoter shall hand over a copy of the completion certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

- 8.3 ***Failure of Allottee to take possession of Apartment*** – Upon receiving a written intimation from the Promoter as per clause 8.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.2 such Allottee shall be liable to pay maintenance charges, proportionate share of municipal tax and all other outgoings from such date as notified in the Possession Notice (***Deemed Possession***).

- 8.4 **Possession by the Allottee** – After obtaining the completion certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of all the apartments in the Tower Block and the Bungalow Block to the respective allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Project Common Areas, Amenities and Facilities to the association of allottees or the competent authority, as the case may be, as per the local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date (which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of allottees formed in the manner provided in the said Act.)
- 8.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act. Provided That where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit an amount equal to the sum of (i) 10% of the Unit Price being the Booking Amount, (ii) all interest liabilities of the Allottee accrued till date of cancellation, (iii) brokerage paid to real estate agent/broker (if any) (iv) stipulated charges on account of dishonor of cheques, (v) administrative charges as per Promoter's policy (collectively "**Cancellation Charges**") and applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 180 (one hundred and eighty) days of such cancellation or upon resale of the Apartment whichever is earlier subject to execution and registration of the Deed of Cancellation as mentioned hereinafter The Allottee is also required to execute and present for registration a Deed of Cancellation of the allotment and the Allottee hereby agrees to do so at his own cost and expenses without any claim charge and demand and only on registration of such Deed of Cancellation of allotment , shall the Allottee be entitled to refund of the balance amount.



Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.

Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

- 8.6 **Compensation** - The Promoter shall compensate the Allottee in case of any direct financial loss caused to him due to defective title of the land on which the Project thereof is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of business as a developer on account of suspension or revocation of registration under the Act or for any other reason, the Promoter shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate equivalent to the prevailing Prime Lending Rate of State Bank of India plus two percent per annum including compensation (if any) in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due Provided That where the Allottee does not intend to withdraw from the Project, the Promoter shall pay to the Allottee interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Project Land and also has the requisite rights to carry out development upon the Project Land and has absolute, actual, physical and legal possession of the Project Land;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land, and/or the Project Save and Except that the Project Land has been mortgaged by the Promoter in favour of Magma Housing Finance Limited, for securing loans availed/to be availed of by the Promoter for the purpose of development of the Project on the Project Land.

The Promoter shall cause the said Magma Housing Finance Limited), if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertakes that the Promoter shall cause the said Magma Housing Finance Limited to release the Apartment from the mortgage created by the Promoter on or before the Promoter executing the deed of conveyance of the said Apartment in favour of the Allottee and the Allottee will get the title of the Apartment free from all encumbrances;

- (iv) There are no litigations pending before any court of law or authority with respect to the Project Land/Project or the Apartment;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect of the Project, Project Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in

relation to the Project, Project Land, buildings and apartment and the common areas;

- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (viii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Project Common Areas, Amenities and Facilities to the Association of allottees or the competent authority, as the case may be, after the completion of the Project.
- (xi) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the Project has been issued and possession of Apartment, as the case may be, along with common areas (equipped with all the

specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be.

- (xiii) 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 Project Land) has been received by or served upon the Promoter in respect of the Project Land.

10. ***EVENTS OF DEFAULTS AND CONSEQUENCES:***

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in clause 8.2 or fails to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority:
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest: or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter towards the purchase of the Apartment, along with interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum within 45 (forty-five) days of receiving the termination notice. Provided That where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottee.
- (ii) Without prejudice to the right of the Promoter to charge interest in terms of clause 10.3 (i) above, in case of default by the Allottee under clause 10.3 (i) above continues for a period beyond two consecutive months after notice for

rectification of default from the Promoter in this regard, the Promoter, at its own option, may cancel the allotment of the Apartment in favour of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting therefrom the Cancellation Charges and the applicable GST payable on such Cancellation Charges and such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated. PROVIDED HOWEVER that the Promoter at least 30 days prior to such cancellation shall issue a Notice for Cancellation (Cancellation Notice) intimating the Allottee about its decision to cancel the allotment. However, the Allottee within 15 days from the date of cancellation of the allotment, is required to execute and present for registration a Deed of Cancellation of allotment at his own cost and expenses and the Allottee hereby agrees to do so without any claim charge and demand and only on registration of such Deed of Cancellation, shall the Allottee be refunded aforesaid amount after the deductions mentioned herein. However, in the event of any delay in execution and registration of the Deed of Cancellation on the part of the Allottee, the Allottee shall be liable to pay damages @ Rs. [•] per sq ft per day till date of registration of the Deed of Cancellation.

- (iii) On and from the date of refund of the amount as mentioned in clauses 10.2 and 10.3 (ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Project Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties.
- (iv) For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement,

for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

11. ***CONVEYANCE OF THE SAID APARTMENT:***

The Promoter, on receipt of Total Price of the Apartment as per clause 2.2 under this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Said Apartment Together With the undivided proportionate variable and impartible share in the Tower Land AND the right to use the Project Common Areas, Amenities and Facilities as and when they are constructed or made ready and fit for use , to be used with all other allottees and occupiers of the apartments in the Project including the allottee (s) and/or the occupiers of the Bungalow Block within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

12. ***MAINTENANCE OF THE PROJECT:***

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees.

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date (as mentioned in clause 8.2 above) whichever is earlier, is payable by the Allottee for the Said Apartment proportionately as per the rates to be calculated on per square foot basis (of the super built-up area of the Apartment) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the association of allottees, as the case may be. It is further clarified

that the maintenance work of both the Tower Block and the Bungalow Block shall be carried out by the Promoter and thereafter by the Association on its formation and the costs and expenses for such maintenance work shall be borne out of the Common Expenses. The Allottee hereby agrees and records its consent to not raise any claim in this regard.

13. ***INTERIM MAINTENANCE PERIOD***

- 13.1 During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the association of allottees the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Project Common Areas, Amenities and Facilities.
- 13.2. The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Project Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the Project Common Areas, Amenities and Facilities wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, if any.
- 13.3 The maintenance and management of Project Common Areas, Amenities and Facilities by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.
- 13.4 The Rules/ Bye Laws to regulate the use and maintenance of the common areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and the Allottee shall be bound to follow the same.



- 13.5. After the Project Common Areas, Amenities and Facilities are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

#### **14 FORMATION OF ASSOCIATION**

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

documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter and the Association shall be responsible for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee and the Association shall keep each of the Promoter fully saved, harmless and indemnified in respect thereof.

- 14.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be pooled into a Sinking Fund (***"Sinking Fund"***). The Allottee agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of the Project on account of outstanding maintenance and common charges and expenses to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of the Project. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall

jointly and severally keep the Promoter indemnified for the same.

- 14.5 The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards common charges and expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.
- 14.6 The Promoter and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- 14.7 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Tower Block and/or the Project.
- 14.8 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the common charges and expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of

the other allottees and/or -occupiers in the Project.

- 14.9 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- 14.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Allottee, subject to Applicable Laws, shall not be allowed to use and the enjoy the Project Common Areas, Amenities and Facilities and the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts including but not limited to claiming interest at the prevailing Prime Lending Rate of the State Bank of India plus two per cent per annum together with all costs including costs of litigation, lawyer fees and all other costs that may be incurred by the Promoter to recover the amounts due from the Allottee.
- 14.11 It has been agreed by the parties that the Association of all the Allottees of the Project as and when the Project is completed in its entirety shall own in common all Project Common Areas, Amenities and Facilities together with all easement rights and appurtenances belonging thereto.

15. ***DEFECT LIABILITY:***

- 15.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of

handing over possession, save those as mentioned in clause 15.2 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

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

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Said Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the Said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Said Apartment by making any changes in the Apartment, then any defect like damp, hair

line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the common areas and/or in the Said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Said Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 15 hereinabove.

16. ***RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS:***

The Promoter/ Association of allottees shall have the right of unrestricted access of all common areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter / Association and/or any maintenance agency/facility management company duly appointed by the Promoter/Association to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

17. **USAGE:**

***Use of basement and service areas:***

The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

18. **COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:**

- 18.1 Subject to clause 15 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Tower Block or the Said 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 Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the

support, shelter etc. of the Tower Block is not in any way damaged or jeopardized.

- 18.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Tower Block or anywhere on the exterior of the Project, buildings therein or common areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Tower Block. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Apartment.
- 18.3 The Allottee shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

20. ***ADDITIONAL CONSTRUCTIONS:***

The Allottee agrees that the Promoter may construct additional floors in the Tower Block to be developed on the Tower Land subject to obtaining necessary sanctions, permissions, approvals and no objection certificates from the Kolkata Municipal Corporation and other appropriate authorities ***and*** the Allottee hereby records its consent to such construction of additional floors in the Tower Block.



The Promoter undertakes that except as aforesaid it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as may be permitted in accordance to applicable laws.

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

After the Promoter executes this Agreement save and except as disclosed herein or as may be required to obtain construction finance, he shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Said Apartment.

22. ***APARTMENT OWNERSHIP ACT:***

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

23. ***BINDING EFFECT:***

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter, if required by the provisions of applicable laws. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its

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

24. ***ENTIRE AGREEMENT:***

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

25. ***RIGHT TO AMEND:***

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

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

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

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

27.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making

payments as per the Payment *Plan [Fourth Schedule]* including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedence and/or binding on the Promoter to exercise such discretion in the case of other allottees.

27.2 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.

28. ***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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s), the same shall be the proportion which the carpet area of the Said Apartment bears to the total carpet area of all the apartments and the Bungalow Block in the Project.

30. ***FURTHER ASSURANCES:***

All parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and

actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. ***PLACE OF EXECUTION:***

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter and registered at the office of the Sub Registrar at [•]. Hence this Agreement shall be deemed to have been executed at Kolkata.

32. ***NOTICES:***

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

***Celica Properties Private Limited***

24, Park Street, 9<sup>th</sup> Floor, Kolkata – 700 016

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at

the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

33. ***JOINT ALLOTTEES:***

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

34. ***SAVINGS:***

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

35. ***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.

36. ***DISPUTE RESOLUTION:***

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

### 37. **COVENANTS:**

#### 37.1 **Allottee's Covenants:**

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

##### 37.1.1 **Allottee aware of and satisfied with the Scheme of Development**

The Allottee, upon full satisfaction and with complete knowledge of the scheme of development of the Project and all other ancillary matters have entered into this Agreement. The Allottee has examined and is acquainted with the scheme of development of the Project and has agreed that the Allottee shall have no objection in respect of the scheme of development. The Allottee is fully acquainted and agrees that the Project shall constitute of 12 apartments in a B+G+12 storied Tower Block to be constructed on the Tower Land and a G+4 storied Bungalow Block (which may or may not comprise separate independent units) to be constructed on the Bungalow Land and after deducting the Bungalow Land from the Project Land, the remaining portion of the Project Land shall constitute the common areas and shall be conveyed to the Association of the allottees of the Project. (***Scheme of Development of the Project***). The Allottee is also aware and hereby consents to the Promoter making additional constructions as mentioned in clause 20 hereinbefore. The allottees of the Tower Block agrees and undertakes that they shall not be entitled to use and/or enjoy/or have access to the Bungalow Block or its amenities and facilities and/or other areas of the Bungalow Land. The Project Common Areas, Amenities and Facilities as and when constructed and made ready for use shall be used and/or enjoyed by all the allottees of the Project including the allottee (s) of the Bungalow Block (***Scheme of Development of the Project***) and agrees not to raise any objections in connection therewith. The Allottee hereby further records his consent for

construction of the Bungalow Block and sale of the Bungalow Block as a single unit or multiple units as may be decided by the Promoter at its sole discretion.

Notwithstanding anything contained anywhere in this agreement, the Allottee agrees and undertakes that he shall not be entitled to raise any objection if there is any alteration in the sanctioned plan, layout plan and specification and nature of fixtures, fittings and amenities in respect of the Bungalow Block . The Allottee further agrees and undertakes not to raise any objection in the event the Promoter after obtaining necessary permissions, sanction, approvals and sanction constructs additional floors in the Tower Block. The Allottee hereby record their written consent to such additions and alterations as referred to hereinabove.

All garages in the Project, which shall be allotted to the allottees of the apartments in the Tower Block, shall comprise of Multi Level Car Parking Units. Such Multi Level Car Parking Units shall be both Stack Parking Units and Puzzle Parking Units. The final location of the Stack Parking Unit and Puzzle Parking Unit shall be finalized by the Developer considering the various aspects of the Project and the Allottee hereby record its consent to such final location of the Stack Parking Units and Puzzle Parking Units. The Allottee hereby understands and agrees that in the event the Allottee is allotted parking spaces/Garage in the Puzzle Parking Units then in such event, the Allottee shall in terms of this Agreement be entitled to the number of parking slots in such parking unit as may be agreed upon. However the estimated dimension of the cars which can be parked in such Stack Parking Units and Puzzle Parking Units are given in the Fifth Schedule hereunder.

**37.1.2 Allottee to mutate and pay rates & taxes:**

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of the Kolkata Municipal Corporation and (2) pay the rates & taxes (proportionately for the Project and wholly for the Said Apartment from the Possession Date 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 Promoter/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.

**37.1.3 Allottee to pay maintenance charge:**

The Allottee shall pay maintenance charge on the basis of the bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

**37.1.4 Charge/Lien:**

The Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the Said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

**37.1.5 Obligations of Allottee:**

***The Allottee shall:***

(a) ***Co-operate in management and maintenance:***



Co-operate in the management and maintenance of the common areas, amenities and facilities by the Promoter/Association (upon formation), as applicable.

(b) ***Observing Rules:***

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Project Common Areas, Facilities and Amenities.

(c) ***Paying Electricity Charges:***

Pay for electricity and other utilities consumed in or relating to the Said Apartment from the Possession Date.

(d) ***Meter and Cabling:***

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

(e) ***Residential Use:***

Use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee

shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) ***Maintenance of Apartment:***

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

(g) ***Use of Common Toilets:***

Ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets (if any) and while so using, keep the common toilets (if any) clean and dry.

(h) ***Use of Spittoons / Dustbins:***

Use the spittoons / dustbins located at various places in the Project.

(i) ***No Alteration:***

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Tower Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment.

(j) ***No Structural Alteration and Prohibited Installations:***

Not alter, modify or in any manner change the structure or any civil construction in the Said Apartment and the Tower Block. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Tower Block and/or on any external part of the Tower Block and/or the roof

thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

(k) ***No Air Conditioning Without Permission:***

Not to install any window air-conditioning units anywhere in the Said Apartment and not to change the manner of installation of air-conditioners in the bedrooms and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

The Said Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.

(l) ***No Collapsible Gate:***

Not install any collapsible gate outside the main door / entrance of the Said Apartment or on the balcony or verandah.

(m) ***No Grills :***

Not install any grill on the balcony verandah or windows

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

Not to sub-divide the Said Apartment and the common areas under any circumstances.

(o) ***No Change of Name:***

Not to change/alter/modify the name of the Project from "***Celica Residency***", unless such change is made by the Promoter in its sole discretion.

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

Not to use the Said Apartment or the common areas or the Said Garage, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Tower Block and/or the neighboring Bungalow Block and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(q) ***No Storage:***

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the common areas.

(r) ***No Obstruction to Promoter/Association:***

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Project and selling or granting rights to any person on any part of the said Project save and except the Said Apartment.

(s) ***No Obstruction of common areas:***

Not to obstruct the pathways and passages of the common areas or use the same for any purpose other than for ingress to and egress from the Said Apartment.

(t) ***No Violating Rules:***

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the Project Common Areas, Amenities and Facilities.

(u) ***No Throwing Refuse:***

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas save at the places indicated therefor.

(v) ***No Injurious Activities:***

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the Garage, if any, the said Tower Block , the common areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(w) ***No Storing Hazardous Articles:***

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment and the common areas.

(x) ***No Signage:***

Not to put up or affix any sign board, name plate or other things or other similar articles in the common areas, inside or outside the windows and/or the outside walls of the Said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the

Allottee from displaying a standardized name plate outside the main door of the Said Apartment.

(y) ***No Floor Damage:***

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(z) ***No Installing Generator:***

Not to install or keep or run any generator in the said Apartment.

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

Not to misuse or permit to be misused the water supply to the Said Apartment.

(bb) ***No Damage to common portions:***

Not to damage the common areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

(cc) ***No Hanging Clothes:***

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

(dd) ***No Smoking in Public Places:***

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to

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

(ee) ***No Plucking Flowers:***

Not to pluck flowers or stems from the gardens.

(ff) ***No Littering:***

Not to throw or allow to be thrown litter in the common areas of the Project.

(gg) ***No Trespassing:***

Not to trespass or allow trespass over lawns and green plants within the common areas.

(hh) ***No Overloading Lifts:***

Not to overload the passenger lifts and move goods only through the staircase of the Tower Block .

(ii) ***No Use of Lifts in Case of Fire:***

Not to use the lifts in case of fire.

(jj) ***No Covering of common portions:***

Not to cover the common areas, fire exits and balconies/terraces (if any) of the Said Apartment.

(kk) ***To pay Goods & Service Tax:***

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

(II) ***To affix Nameplate:***

To affix nameplate at the designated place only.

37.1.6 ***Notification regarding Letting/Transfer:***

If the Allottee lets out or transfers the Said Apartment, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

37.1.7 ***No Right in other areas:***

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project save and except the Said Apartment and the right to use the Project Common Areas, Amenities and Facilities and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the other portions of the Project.

37.2 ***Promoter's Covenants:***

The Promoter covenants with the Allottee and admits and accepts that during the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the Said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.



**38. General Covenants:**

- 38.1 That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land/Bungalow Land and the Tower Block in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 38.2 That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Tower Block in which the Apartment is situated;
- 38.3 That if the Allottee lets out or sells the Said Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number
- 38.4 That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Said Apartment;
- 38.5 That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- 38.6 That the Allottee shall not keep in the Said Garage, if any, anything other than cars or use the Said Garage for any purpose other than parking of cars or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein The estimated dimension of the cars which can be parked in Garage (if any) are given in the Fifth Schedule hereunder. The Allottee shall ensure that the cars parked by him in his garage shall be within the permissible dimensions as mentioned in the Fifth Schedule hereunder;

- 38.7 That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system in the Tower Block in any manner whatsoever;
- 38.8 That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- 38.9 That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the common areas;
- 38.10 That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
- 38.11 That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Tower Block or in the Said Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 38.12 That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the Project.

**39. *Nomination by Allottee with Consent:***

The Allottee admits and accepts that after the lock in period as mentioned in clause 39 (b) herein and before the execution and registration of conveyance deed of the Said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly

adhere to the terms of this Agreement and subject also to the following conditions:

(a) ***Allottee to Make Due Payments:***

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) ***Lock-in Period:***

The Allottee cannot nominate any third party before the expiry of a period of 18 (eighteen) months from the date of this Agreement.

(c) ***Prior Written Permission and Tripartite Agreement:***

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

(d) ***Nomination Fees:***

The Allottee shall pay a sum calculated @ 2% of the Unit Price or the consideration agreed upon by and between the Allottee herein and the proposed nominee for such Nomination (Nomination Price) whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to

be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

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

The Allottee agrees 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 / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

***[Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the West Bengal Housing Industry Regulation Act, 2017 and the Rules and Regulations made thereunder.]***

**FIRST SCHEDULE**

**PART I**

**(PROJECT LAND)**

**ALL THAT** piece and parcel of Land measuring about 17 Cottahs 15 Chittaks and 16.56 sq ft (on actual measurement found to be about 18 Cottahs 4 Chittaks and 25 sq ft situate lying and being premises no. 2B/1, Dover Road, Kolkata 700 019 within Ward No. 69 of the Kolkata Municipal Corporation, Police Station Ballygunge.

**PART II**

**(TOWER LAND)**

**ALL THAT** piece and parcel of Land measuring 192.49 sq mts, more or less, on the eastern side of premises no. 2B/1, Dover Road, Kolkata 700 019 within Ward No. 69 of the Kolkata Municipal Corporation, Police Station Ballygunge .

**PART III**

**(BUNGALOW LAND)**

**ALL THAT** piece and parcel of Land measuring 327.29 sq mts, more or less, on the western side of premises no. 2B/1, Dover Road, Kolkata 700 019 within Ward No. 69 of the Kolkata Municipal Corporation, Police Station Ballygunge.

**PART IV**

**(DEVOLUTION OF TITLE)**

- a) Subodh Chandra Mitter claims to be seised and possessed of and/or otherwise well and sufficiently entitled to as the absolute owner of ALL THAT pieces and parcels of land measuring 1 Bigha 7 Cottahs 4 Chittacks and 22 Sq.Ft , more or less, together with two storied brick- built dwelling house with out houses, godowns, sheds and other erections standing thereat, all situate lying at and being premises No. 2B, Dover Road, Calcutta (“the **Mother Property**”).

- b) By a Deed of Lease dated 31<sup>st</sup> January, 1936 made between the said Subhodh Chandra Mitter, therein referred to as Lessor of the One Part and Dewan Bahadur Bawa Ramnik Singh, therein referred to as the Lessee of the Other Part and registered with the Calcutta Registry office in Book no I, Volume No. 39, Pages 1 to 6, Being No. 324 for the year 1936, the Lessor therein, granted lease, unto and to the Lessee therein of the Mother Property for a period of 999 years commencing from 15<sup>th</sup> May, 1935 and expiring on 14<sup>th</sup> May, 2934.
- c) By a Deed of Conveyance dated 31<sup>st</sup> January, 1936 made between Subodh Chandra Mitter, therein referred to as Vendor of the One Part and Dewan Bahadur Bawa Ramnik Singh, therein referred to as the Purchaser of the Other Part, and registered with Calcutta Registry Office in Book no. I, Volume no 32 at pages 1 to 7, being no 325 for the year 1936, the Vendor therein sold, conveyed and transferred at and for the consideration mentioned therein, unto and to the Purchaser therein, the Mother Property. The instant sale was with the intent that the term of nine hundred and ninety nine years granted by the aforesaid Deed of Lease dated 31<sup>st</sup> January, 1936, shall thenceforth be absolutely merged and extinguished in reversion and inheritance, expectant on the determination of the said term.
- d) The said, Dewan Bahadur Bawa Ramnik Singh a Hindu, governed by Mitakshara School of Hindu Law, died intestate on August 1945, leaving behind and surviving him his widow, Ramnik Singh, son Bawa Terlok Singh and his grandson Diljit Singh (son of Bawa Terlok Singh) as his only legal heirs.
- e) The said, Ramnik Singh, a Hindu, governed by Mitakshara School of Hindu Law, died intestate on March 1946, leaving behind and surviving him her son Bawa Terlok Singh and her grandson Diljit Singh (son of Bawa Terlok Singh) as her only legal heirs.

- f) By a Deed of Conveyance dated 13th September, 1952 made between Bawa Tirlok Singh (Karta) and his son Bawa Diljeet Singh (Adult male member of HUF), therein referred to as Vendors of the One Part and Beharilal Thakurdas Thakur, therein referred to as the Purchaser of the Other Part, and registered with the Registrar of Assurances, Calcutta in Book number I, Vol no. 80, at pages 271 to 280, being Deed no 3188 for the year 1952, the Vendors therein sold, coveyed and transferred the Mother Property at and for the consideration mentioned therein, unto and to the Purchaser therein.
- g) By a Deed of Indemnity dated 13<sup>th</sup> September, 1952 made between Bawa Terlok Singh for self and as Karta and his son Bawa Diljeet Singh, therein jointly referred to as the Obligors of the One Part and Beharilal Thakurdas Thakur, therein referred to as the Obligee of the Other Part and registered with Registrar of Assurances, Calcutta in Book No. I, Volume No. 78 at pages 254 to 158 being Deed No. 3187 for the year 1952, the Obligors therein did covenant with the Obligee that they shall well and sufficiently indemnify save harmless and keep indemnified the Obligee against any action, suit, proceedings, losses, damages, costs, charges, expenses, claims and demands in respect of sale of the aforesaid premises No.2B, Dover Road, containing land area measuring 1 Bigha 7 Cottahs 4 Chittacks and 22 Sq.ft. in consequence of non-production of originals of Indenture of Lease dated 31<sup>st</sup> January, 1936 and the said Deed of Conveyance dated 31<sup>st</sup> January, 1936 by the Obligors to the Obligee.
- h) The said Beharilal Thakurdas Thakur a Hindu, governed by Mitakshara School of Hindu Law, died intestate on 2nd January, 1973, leaving behind surviving him his three sons Anand Beharilal Thakur, Kankan Beharilal Thakur and Nilratan Beharilal Thakur and his two married daughters Smt. Hira Rani Panikar and Smt. Hansa Kumari Dev Burman, as his only legal heirs, each aquiring an undivided 1/5th share in the Mother Property.

- i) The said Nilratan Beharilal Thakur instituted a suit being T.S. No. 155 of 1982 in the Court of Sub-Judge at Alipore for partition of the Mother Property which was subsequently transferred to High Court of Calcutta and was numbered as E.O.S. No.5 of 1984. A preliminary decree dated 26<sup>th</sup> September, 1984 was passed by the Hon'ble High Court of Calcutta declaring that each one of the said Anand Kumar Beharilal Thakur, Shri Kankan Beharilal Thakur, Nilratan Beharilal Thakur, Smt. Hira Rani Panikar and Smt. Hansa Kumari Dev Burman are entitled to an undivided 1/5<sup>th</sup> share each in the aforesaid premises. By the self same order Mrs. Indrani Chatterjee was also appointed as the Commissioner of Partition.
- j) In the said Partition Suit, an Order was passed by the Honble High Court at Calcutta on 12<sup>th</sup> October, 1988, wherein the Commissioner of partition, Mrs, Indrani Chatterjee was directed to allot the Mother Property to one Hansa Kumari Dev Barman.
- k) The said Kankan Beharilal Thakur a Hindu, died on 25<sup>th</sup> September, 1993 domiciled in England and Wales and bequeathed all his property to his two daughters Linda Bostock and Tara Carman by means of a Will and Testament dated 24<sup>th</sup> October, 1983. The Probate in respect of the said Will was granted by the District Registrar, High Court of Justice, the District Probate Registry at Oxford on 1st August, 1995.
- l) The said Anand Beharilal Thakur obtained the Letter of Administration with an authenticated copy of the Will of Kankan Beharilal Thakur probated in the High Court of Justice and Administration at Oxford from District Judge in Charge, 24 Parganas (South) on 30<sup>th</sup> June, 2000 in Case No.7 of 1999.



- m) By a Deed of Gift dated 30th November, 1995 made between Hira Rani Panikar, therein referred to as the Donor of the One Part and Shri Anand Kumar Beharilal Thakur, therein referred to as the Donee of the Other Part and registered with the Addl. Registrar of Assurances, Calcutta in Book no 1, Vol no 101, at pages 192 to 202, being Deed no 3601 for the year 1996, the Donor therein out of natural love and affection granted, conveyed, transferred, assigned and assured as and by way of gift in favor of the Donee therein all her undivided 1/5<sup>th</sup> share in the Mother Property absolutely and forever.
- n) By a Deed of Gift dated 29th Decemeber, 1995 made between Linda Bostock, therein referred to as the Donor of the One Part and Anand Beharilal Thakur, therein referred to as the Donee of the Other Part and registered with the Addl. Registrar of Assurances, Calcutta in Book no 1, Vol no 102, at pages 203 to 213, being Deed no 3602 for the year 1996, the Donor therein out of natural love and affection granted, conveyed, transferred, assigned and assured as and by way of gift in favor of the Donee therein all her undivided 1/10<sup>th</sup> share in the Mother Property absolutely and forever.
- o) By a Deed of Gift dated 29th Decemeber, 1995 made between Tara Carman, therein referred to as the Donor of the One Part and Shri Anand Beharilal Thakur, therein referred to as the Donee of the Other Part and registered with the Addl. Registrar of Assurances, Calcutta in Book no 1, Vol no 102, at pages 214 to 224, being Deed no 3603 for the year 1996, the Donor therein out of natural love and affection granted, conveyed, transferred, assigned and assured as and by way of gift in favor of the Donee therein all her undivided 1/10<sup>th</sup> share in the Mother Property absolutely and forever.
- p) The said Nilratan Beharilal Thakur, a Hindu, governed by the Mitakshara school of Hindu Law, died intestate on 12<sup>th</sup> November, 1999 leaving

behind him surviving his wife Arati Thakur as sole legal heiress and representative. The Hon'ble High Court at Calcutta was pleased to substitute the said Nilratan Behari Thakur with Arati Thakur as his legal heir in the said Partition Suit being No. EOS No. 5 of 1984.

- q) The said Partition Suit was finally disposed off by an Order dated 21st September, 2005, whereby the Mother Property was divided into two lots – Lot A and Lot B, Lot A measuring around 8 cottahs 7 chittacks 10.44 sq. feet and Lot B measuring about 17 cottahs 15 chittacks and 16.56 sq.ft respectively on the basis of the Terms of Settlement filed by the parties in the Suit and the Report of the Commissioner of Partition, Lot A was absolutely allotted and vested to Arati Thakur and Hansa Kumari Devi whereas Lot B was vested in favour of Anand Beharilal Thakur for self and as Administrator to the estate of Kakan Beharilal Thakur.
- r) In the premises the said Anand Beharilal Thakur became the sole and absolute owner of Lot B land being the Subject Property free from all encumbrances.
- s) The said Lot B was subsequently separately mutated by an Order dated 13<sup>th</sup> February, 2009 in the records of the Kolkata Municipal Corporation in the name of Anand Beharilal Thakur and numbered as 2B/1, Dover Road, Kolkata – 700019.
- t) By a Development Agreement dated 17<sup>th</sup> November, 2012 made between Anand Kumar Beharilal Thakur, therein referred to as Owner of the One Part and Celica Developers Private Limited, therein referred to as the Developer of the Other Part, and registered with the Additional Registrar of Assurances - I in Book No I, CD Volume No. 22 in pages 652 to 676 being Deed No. 10560 of the year 2012, the said Anand Kumar Beharilal Thakur

appointed Celica Developers Private Limited, as a developer to develop and construct upon the Subject Property.

- u) By a Deed of Conveyance dated 31st July, 2015 the said Anand Kumar Beharilal Thakur therein referred to as the Vendor of the One Part and Smritkriti Enterprises Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances - I in Book no. I, Volume no 101-2015 in pages 47751-47781, being Deed No. 190106438 for the year 2015, the Vendor therein sold, conveyed and transferred the Subject Property at and for the consideration mentioned therein, unto and to the Purchaser therein absolutely and forever.
- v) In the abovementioned circumstances Smritkriti Enterprises Private Limited became the sole and absolute owner of the Subject Property, free from all encumbrances absolutely and forever.
- w) The said Smritkriti Enterprises Private Limited thereafter duly mutated its name in the records of the Kolkata Municipal Corporation being Assessee No. 110691901270.
- x) By a fresh Certificate of Incorporation pursuant to change of name issued by the Registrar of Companies, Kolkata, the name of Smritkriti Enterprises Private Limited was changed to Celica Properties Private Limited with effect from 31<sup>st</sup> January, 2019.

**SECOND SCHEDULE**

***PART I***

***(SAID APARTMENT)***

**DESCRIPTION OF THE APARTMENT AND THE GARAGE (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

**ALL THAT** the residential apartment No. [•] having carpet area of [•] square feet, more or less, built up area of [•] sq ft more or less and super built up area of [•] sq ft more or less on the [•] floor of the Tower Block **TOGETHER WITH** the Proportionate Undivided Share in the Tower Land described in **Part II** of the **First Schedule** herein, **TOGETHER WITH** [•] parking space (s) in the MLCP Unit No. [•] ("**Said Garage**") **AND TOGETHER WITH** the right to use the Common Areas, Amenities and Facilities of the Project as and when they are constructed and made ready and fit for use to be used with all other allottees and occupiers of the apartments in the Project including the allottee (s) and/or occupiers of the Bungalow Block as described in the **Third Schedule** herein within the Project named Celica Residency at 2B/1, Dover Road, Kolkata 700 019 within the jurisdiction of Ward No. 69 of Kolkata Municipal Corporation, under P.S. Ballygunge

The layout of the Said Apartment and the Said Garage are delineated on the Plan C and Plan D annexed hereto and bordered in colour Green and Yellow respectively thereon.

**PART II**

**(SPECIFICATIONS OF THE APARTMENT)**

<b>SPECIFICATIONS</b>	<b>DETAILS</b>
<b>Foundation</b>	RC foundation resting on cast-in-situ reinforced concrete bored piles complying with IS-2911
<b>Super Structure</b>	Reinforced concrete framed structure using M25, M30 and M35 grade concrete complying with IS-456 /IS-1893 /IS-13920 and Fe 500 steel reinforcement complying with IS-1786. RCC structure designed for the highest seismic consideration against zone III as stipulated by code, ensuring better safety.
<b>Walls</b> <b>(a) External Walls</b>	Autoclave Aerated Concrete (AAC) block or reinforced concrete walls.

<b><i>(b) Internal Walls</i></b>	AAC block or reinforced concrete walls.
<b><i>Ultimate Roof</i></b>	Reinforced concrete roof with appropriate waterproofing.
<b><i>Ceiling</i></b>	
<b><i>(a) Bedrooms, Living and Dining areas</i></b>	Pata Paris
<b><i>(b) Kitchen &amp; Bathrooms</i></b>	Pata Paris and gypsum ceiling in places to cover traps and pipes.
<b><i>(c) Servants Quarter, Store and other areas</i></b>	Cement and sand plaster with POP finish and one coat of primer, and gypsum ceiling in places to cover traps and pipes.
<b><i>(d) Lift Lobby</i></b>	Standard POP / gypsum board finished with or without drops and finished in plastic emulsion paint.
<b><i>(e) Car Park Areas</i></b>	Cement and sand plaster finished in cement paint.
<b><i>(f) Staircases, M&amp;E Service Rooms and Utilities</i></b>	Pata Paris finish. Staircases will be finished with two coats of enamel paint.
<b><i>Wall Finish – Inside Apartment</i></b>	
<b><i>(a) Bedrooms, Living and Dining areas</i></b>	Pata Paris finish.
<b><i>(b) Kitchen</i></b>	Tiles/marble upto height of 2 ft. above kitchen

<p><b>(c) Bathrooms</b></p> <p><b>(d) Servants Quarters, Store and other areas</b></p>	<p>counter.</p> <p>Tiles dado on the walls upto door height.</p> <p>Pata Paris finish.</p>
<p><b>Wall Finish – External</b></p>	<p>Cement and sand plaster with cement paint and/or texture finish and/or weather-shield paint finish, with glazing and GRC / Stone / Wood / other cladding as per architectural drawings at designated areas.</p>
<p><b>Wall Finish – Common Areas</b></p> <p><b>(a) Corridors, Staircases, Landing &amp; other areas.</b></p> <p><b>(b) Car Park areas</b></p> <p><b>(c) Ground Floor Entrance Lobby</b></p>	<p>Pata Paris finish and two coats of enamel paint.</p> <p>Cement and sand plaster finished in cement paint.</p> <p>Pata Paris finish, texture paint and marble/granite cladding as per architectural drawings at designated areas.</p>
<p><b>Floor – Apartment Units</b></p> <p><b>(a) Living &amp; Dining Area</b></p> <p><b>(b) Master Bedroom &amp; Dressing Room</b></p> <p><b>(c) Other Bedrooms</b></p> <p><b>(d) Balconies (attached to</b></p>	<p>Imported marble</p> <p>Engineered Wood</p> <p>Imported Marble</p> <p>Imported Marble</p>

<p><b><i>Living Room and Bedroom)</i></b></p> <p><b><i>(e) Bathrooms</i></b></p> <p><b><i>(f) Kitchen, Store</i></b></p> <p><b><i>(g) Service Balcony</i></b></p> <p><b><i>(h) Servants Quarter</i></b></p> <p><b><i>(i) Servant's Toilet</i></b></p>	<p>Anti-skid Vitrified Tiles</p> <p>Imported Marble</p> <p>Anti-skid Vitrified Tiles</p> <p>Ceramic Tiles</p> <p>Ceramic Tiles</p>
<p><b><i>Floor – Common Areas</i></b></p> <p><b><i>(a) Staircase (Main)</i></b></p> <p><b><i>(b) Staircase (Service)</i></b> <b><i>- Upto First Floor</i></b></p> <p><b><i>(c) Staircase (Service)</i></b> <b><i>- First Floor upwards</i></b></p> <p><b><i>(d) Ground Floor Entrance</i></b> <b><i>Lobby, Reception Area,</i></b> <b><i>Lift Lobby &amp; Fascia</i></b></p> <p><b><i>(e) Entrance Steps</i></b></p> <p><b><i>(f) Lift Lobby &amp; Fascia on</i></b> <b><i>Other floors</i></b></p>	<p>Marble</p> <p>Marble</p> <p>Kota Stone</p> <p>Imported Marble or equivalent, with/without inlay work as per final architectural drawings</p> <p>Marble</p> <p>Imported Marble or equivalent</p>

<b>(g) Electrical Room</b>	Anti-skid Ceramic Tiles
<b>Floor – Basement of Tower</b>	
<b>(a) Lobby</b>	Vitrified Tiles
<b>(b) Staircase</b>	Vitrified Tiles
<b>(c) Pump Room</b>	IPS
<b>(d) BMS Room</b>	Anti-skid Ceramic Tiles
<b>(e) Gymnasium / Activity Room</b>	Recommended Safety Flooring
<b>Windows</b>	Fenesta or equivalent brand windows with clear energy saving glass providing sound insulation and preventing seepage of rainwater, along with matching fittings.
<b>Fitted Doors</b>	
<b>(a) Main Door</b>	Flush Door with veneer/teak finish on both sides
<b>(b) Bedroom Doors</b>	Flush Door with veneer/commercial finish on both sides
<b>(c) Bathroom Doors</b>	Flush Door with veneer/commercial finish on the outside and laminate finish on the inside
<b>(d) Kitchen &amp; Other Doors</b>	Flush Door with laminate finish on both sides



<b><i>(e) Door Hardware</i></b>	<p>Entrance door shall have a door lock, knocker and magic eye.</p> <p>Bedroom and kitchen doors shall have a mortise lock and doorstopper and the toilet doors will have a bathroom latch.</p>
<b><i>Sanitaryware</i></b>	<ul style="list-style-type: none"> <li>(a) White porcelain sanitaryware of Grohe / Kohler/ Toto / Roca / Jaquar or equivalent brand.</li> <li>(b) Water closets – concealed cistern or flush valve</li> <li>(c) Standard hand basin with marble/granite counter-top, as per design.</li> </ul>
<b><i>CP Fittings</i></b>	<ul style="list-style-type: none"> <li>(a) Concealed piping system for hot and cold water lines.</li> <li>(b) Geyser points in all toilets.</li> <li>(c) Sleek CP fittings of Grohe / Kohler / Toto / Roca / Jaquar or equivalent make.</li> <li>(d) Shelf, soap tray and towel rail.</li> </ul>
<b><i>Plumbing System &amp; Water Management</i></b>	Dual piping system.
<b><i>Kitchen</i></b>	<ul style="list-style-type: none"> <li>(a) Granite counter top cooking platform with one stainless steel sink and drain board.</li> <li>(b) Dual source of water supply.</li> </ul>
<b><i>TV / Telephone Points</i></b>	<ul style="list-style-type: none"> <li>(a) Compatible wiring that can be hooked up to a cable television network with connections in the living room and all bedrooms.</li> <li>(b) Telephone points in the living room and bedrooms.</li> </ul>

	(c) Connection of Video Door Phone and of Intercom with the security control room and with other apartments of the complex.
<b><i>Lightning Protection</i></b>	Lightning protection – in compliance with IS 2309.
<b><i>Water Proofing</i></b>	Water proofing to floors of kitchen, bathrooms, WC, balcony, ultimate roof and fire refuge terrace.
<b><i>Driveway</i></b>	(a) Reinforced concrete slab with hardener to carpark / driveway – Stamp concrete / Cobble stone. (b) Duly finished greeneries at designated places around driveway as per landscape design.
<b><i>Air Conditioning / HVAC</i></b>	The Living, Dining and Bedrooms will be equipped with centralized VRF/VRV airconditioning system of Daikin or equivalent brand.
<b><i>Fire Suppression and Detection</i></b>	(a) Provision of adequate fire fighting system with wet risers and fire sprinkler system connected to fire reservoir. (b) Evacuation points and refuge platform for human safety as per regulation. (c) Smoke detectors and fire sprinklers in common areas. (d) 2-way public address system.
<b><i>Electrical Wiring and Fittings</i></b>	(a) Total concealed electrical wiring for all the rooms provided with electrolytic copper conductors. (b) Geyser point in all toilets and kitchen. (c) Stipulated light and plug (5/15 amp) points in Living, Dining and Bedrooms, as per architectural drawings.

	<p>(d) Electrical call bell at main entrance door.</p> <p>(e) Sensor Light for Common Areas as per plan.</p> <p>(f) Electric Vehicle charging stations provided.</p>
<b><i>Power and Backup</i></b>	<p>(a) 24 x 7 power.</p> <p>(b) 100% power back-up through generator power will be provided in each apartment unit during power failure for lighting and other domestic purposes controlled by electric circuit breaker.</p> <p>(c) Instant change over between mains and auto synchronized DG set.</p>
<b><i>Security</i></b>	<p>(a) CCTV monitoring for all common areas.</p> <p>(b) Video door phone at the entrance of each residential unit.</p> <p>(c) Electrically controlled sliding entrance gate with security control room manned 24x7.</p>
<b><i>Vertical Transportation</i></b>	<p>Mitsubishi or equivalent make elevators –</p> <p>2 nos. Passenger lifts in Tower</p> <p>1 no. Passenger lift in Bungalow</p> <p>Passenger Elevators to have customized interior finish, LCD displays in operating panels and LCD hall position indicators at each landing.</p>

**THIRD SCHEDULE**

***(PROJECT COMMON AREAS AND AMENITIES)***

1. Ground Floor Entrance Lobby and Reception

2. Main Staircase & Landings on each floor
3. Fire Staircase & Fire Refuge Platform
4. Lift Lobbies on each floor
5. Lift well
6. Rooftop Garden/Party area on the roof of the Tower Block
7. Activity Room in the basement of the Tower Block
8. Transformer (if any)
9. DG Set
10. Project Entrance and Driveways
11. Underground Reservoir
12. Pump Room
13. Electrical/BMS Room
14. Security Room
15. Common Area to be transferred to the association (the remaining area of the Project Land after deducting therefrom the Tower Land and the Bungalow Land.)

**FOURTH SCHEDULE**

***PAYMENT PLAN (APARTMENT)***

The Total Price shall be paid by the Allottee in the following manner:

<b><u>PAYMENT SCHEDULE CONSTRUCTION LINKED</u></b>		
<b><i>Sl. No.</i></b>	<b><i>Stages of Payment</i></b>	<b><i>% of Payment</i></b>
1	Application amount/Booking amount	10% of Unit Cost +GST (Rs ___ + GST to be submitted at the time of filling of application form as Initial Booking

		Amount. Balance within 15 days from the date of application form.)
2	On Agreement - within 30 days of Application/Booking	20% of Unit Cost + GST
3	On Completion of Ground Floor Roof Casting	10% of Unit cost + GST
4	On Completion of 4th Floor Roof Casting	10% of Unit cost + GST
5	On Completion of 8th Floor Roof Casting	10% of Unit cost + GST <sup>1</sup>
6	On Completion of 12th Floor Roof Casting	20% of Unit cost + Transformer Charges & Electricity + Generator Charges + Airconditioning Charges + GST
7	On Completion of Flooring	10% of Unit cost + Legal Charges+ Association Formation Charges+ GST
8	On Completion of Plumbing & Sanitary Fitting	5% of Unit cost + Documentation Charges + GST
9	On Notice for Possession	5 % of Unit cost + Sinking fund +Advance CAM + GST

**FIFTH SCHEDULE**

**(Permissible Dimension of Cars)**

<b>Sl No.</b>	<b>MLCP Unit No.</b>	<b>Type</b>	<b>Size of Car</b>		
			<b>Length (mm.)</b>	<b>Width (mm.)</b>	<b>Height (mm.)</b>

1	A	Stack	4,500	2,000	2,000
			4,500	2,000	1,700
2	B	Stack	4,500	2,000	2,000
			4,500	2,000	1,700
3	C	Puzzle	4,750	2,000	2,000
			4,750	2,000	1,700
4	D	Puzzle	4,750	2,000	2,000
			4,750	2,000	1,700
5	E	Stack	4,500	2,000	2,000
			4,500	2,000	1,700

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

***SIGNED AND DELIVERED*** by the withinnamed ***PROMOTER*** at ***Kolkata*** in the presence of:

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

*Dated this        day of        , 2020*

**BETWEEN**

**CELICA PROPERTIES PRIVATE LIMITED**

**... PROMOTER**

**AND**

\_\_\_\_\_.

**... ALLOTTEE**

**AGREEMENT FOR SALE**

***Fox & Mandal***  
***Advocates***  
***206, AJC Bose Road***  
***Kolkata***