

AGREEMENT FOR SALE

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

By and Between

REGENT HIRISE PRIVATE LIMITED (having Income Tax PAN AACCR753D), a company incorporated under the provisions of the Companies Act.,1956, having its registered office at 207 Acharya Jagdish Chandra Bose Road, Kolkata – 700017, represented by its director/authorized signatory ----- (Aadhaar No. ----- and having Income Tax PAN _____), son of _____, residing at _____, authorized vide Board resolution dated _____, hereinafter referred to as the **PROMOTER**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns)

AND

ANANT SHRI SUKHRAMJI TRUST(having Income Tax PAN _____), a public charitable trust registered under the Rajasthan Public Trust Act, 1959 having its registered office situated at Shri Ramdham, Ramchowki, P.O. Birai, Tehsil Baori (formerly Bhopalgarh), District Jodhpur, Rajasthan, Pin: 342603and having its Kolkata branch office situated at Shri Yukteswarji Maharaj Bhawan, 150C Manicktala Main Road, Kolkata 700054, comprising a Board of present Trustees namely (1) SWAMI SUNDER DAS, Patvi Shishya Parammokshgami Swami Jugatiram Maharaj, Managing Trustee of Anant Shri Sukhramji Trust at Shri Ramdham, Ramchowki, P.O. Birai, Tehsil Baori (formerly Bhopalgarh), District Jodhpur, Rajasthan, Pin: 342603 (2) SADHU CHARAN DAS, Shishya Swami Shree Sunder Das Ji Maharaj, residing at Shri Ramdham, Ramchowki, P.O. Birai, Tehsil Baori (formerly Bhopalgarh), District Jodhpur, Rajasthan, Pin: 342603 (3) PREM SINGH CHOUDHURY, son of Late Shri Sanwal Ramji Choudhary, of Motor Revinding Works, Sojat Road, District: Pali, Rajasthan, (4) SHIV KUMAR KHEMKA, son of Late Bishwanath Khemka, residing at 62, Canal Street, Kolkata – 700048, (5) Dr. SOHAN SINGH RATHORE, Commandant BSF (Retd.), son of Late Surajmal Singh Rathore, of 83/A Sadul Ganj, Bikaner – 334001, Rajasthan, represented by its constituted attorney Mr. _____, (having Income Tax PAN _____), son of _____, residing at _____, hereinafter referred to as the **LANDOWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present trustee and/or trustees and/or those who may be taken in and/or admitted as trustee and/or trustees and their respective successor and/or successors in interest/office and assigns)

AND

[If the Allottee is a company]

M/s (CIN ____), a company incorporated under the provisions of the Companies Act.,[1956 or 2013, as the case may be], having its registered office at _____ (PAN- _____), represented by its authorized signatory ----- (Aadhaar No-----) duly authorized vide Board resolution dated _____

_____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a partnership]

M/s _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN- _____), represented by its authorized partner _____ (Aadhaar No-----) duly authorized vide hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____, aged about _____, residing at _____ (PAN- _____) hereinafter called 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-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN- _____) hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

DEFINITIONS:

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

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

And the definitions as contained in the **SCHEDULE J** hereunder written.

WHEREAS:

- A. Anant Shri Sukhramji Trust (hereinafter referred to as the **LANDOWNER**) is a Public Charitable Trust duly registered under the Rajasthan Public Trust Act 1959 propounded under a registered Deed of Declaration of Trust dated 13th September 1968 registered with the Sub-Registrar, Jodhpur, Rajasthan in Book No. IV Volume No. I Pages 102 to 116 Being No. 1968/4 for the year 1968 as supplemented and/or modified by the Supplemental Deed dated 25th April 1978 registered with the Sub-Registrar, Jodhpur, Rajasthan in Book No. IV Volume No. 56 Pages 219 to 223 Being No. 92 for the year 1978 (hereinafter collectively for the sake of brevity referred to as “the **Trust Deed**”).
- B. By an Indenture of Conveyance dated 4th October 2005 made between Smt. Ranjana Barick, Chandranath Barick and Sarbajit Barick, Joint Receivers appointed by the Hon’ble High Court at Calcutta by Order dated 10.12.2003 in Testamentary Matter No. 117 of 1973, therein collectively referred to as the Vendors/Joint Receivers and Anant Shri Sukhramji Trust therein referred to as the Purchaser and registered at the office of the Additional Registrar of Assurances-I in Book No.1 Volume No.1, Pages 1 to 26 Being No. 10283 for the year 2005 the said Joint Receivers for the consideration therein mentioned sold transferred and conveyed unto and in favour of the Trust **ALL THAT** the various pieces and parcels of land containing by admeasurement 119.45 cottahs (more or less) together with the structures constructed thereon situate lying at and being Municipal Premises No. 156B Manicktala Main Road, Kolkata (more fully and particularly mentioned and described in the **Part – I** of the **SCHEDULE A** hereunder written and hereinafter referred to as the **ENTIRE PROPERTY**).
- C. The Landowner is now absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the said Entire Property.
- D. For the purpose of attaining and fulfilling the objects of the Trust by causing construction of an activity centre of the Trust in Kolkata by construction of building(s) (hereinafter referred to as the **TRUST BUILDING**) at a portion of the said Entire Property, the Trustees had formulated a scheme in terms of which it was decided to cause for construction of the Trust Building at the rear portion of the said Entire Property through some reputed developer leaving the front portion of the said Entire Property to be developed by such developer by construction of other building(s) (hereinafter referred to as the **MULTI-STORIED BUILDING**) in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and by sharing of constructed areas of the Multi-storied Building by the Landowner and the Promoter and by retaining the Trust Building exclusively for the Landowner.
- E. In pursuance to the Order No. Dev/Trust/2007/482 dated 15/02/2008 passed by the office of the Assistant Commissioner, Devasthan Department, Jodhpur granting necessary permission to the Landowner/ Trust under section 31 of the Rajasthan Public Trust Act 1959 and upon negotiation

being finalized with the Promoter, the Trustees unanimously agreed and consented to grant the rights of development upon the demarcated land area admeasuring by estimation 54.85 cottahs of land (be the same a little more or less) (hereinafter referred to as the **DEMISED PROPERTY** and morefully and particularly described in the **Part – II** of the **SCHEDULE A** hereunder written) on the front portion of the said Entire Property and further the rights of construction of the Trust Building upon the land area admeasuring by estimation 64.60 cottahs of land (be the same a little more or less) (hereinafter referred to as the **REMAINING PROPERTY** and morefully and particularly described in the **Part – III** of the **SCHEDULE A**) on the rear portion of the said Entire Property to the Promoter by and under Agreement dated 6-5-2011 furtherance by the parties therein vide a further Agreement dated 18th February 2019 registered with the office of the Additional District Sub-Registrar of Assurances at Sealdah and recorded as Being No. I-00693 for the year 2019 (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) under the terms and conditions recorded and contained in the aforesaid Development Agreement.

- F. In terms of the said Development Agreement, it has been inter alia agreed that the Promoter would construct erect and complete New Building(s) (hereinafter for the sake of brevity referred to as the **MULTI-STORIED BUILDING**) on the said Demised Property comprising various units which would be divided and appropriated between the Landowner and the Promoter in the manner stated therein and the Promoter would further construct the Trust Building(s) on the Remaining Property for the exclusive use and enjoyment of the Landowner under the terms and conditions mentioned in the aforesaid agreement.
- G. The Landowner is the absolute and lawful owner of entirety of the Demised Property free from all encumbrances.
- H. The said Demised Property is earmarked for the purpose of building a primarily residential multi-storied project, comprising various units/apartments/commercial/retail spaces and the said project shall be known as **RAMSNEHI UNIMARK TOWER**.
- I. It was further decided by the Landowner and the Promoter and hereby acknowledged by the Allottee that the permissible ground coverage and FAR for the Demised Property and the Remaining Property need not be fully/uniformly utilized for erection, construction and completion of the Multi-storied Building and the Trust Building and the Promoter may vary the utilization of the permissible ground coverage/FAR for the aforesaid different buildings without exceeding the total permissible ground coverage and FAR for the Entire Property.
- J. In terms of the said Development Agreement the Promoter and the Landowner were allotted their respective allocations in the said Project and accordingly the Promoter and the Landowner have earmarked and demarcated their respective allocations and have recorded the same in the Allocation Agreement entered into between the Landowner and the Promoter.
- K. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Demised Property on which

Project is to be constructed have been completed in the manner and to the extent as described in the said registered Development Agreement.

- L. The Kolkata Municipal Corporation (KMC) has granted the commencement certificate to develop the Project vide plan/approval being Building Permit No. 2012030111 dated 26th March 2013 and the Promoter has issued a notice for commencement of construction dated 05-08-2014 to the KMC and the Promoter has intended for construction and erection of the Trust Building and the Multi-storied Building (the said Trust Building and Multi-storied Building are collectively referred to as the said **NEWBUILDINGS**) and the said Buildings are to remain independent of each other excepting that certain general common amenities are to remain common between them for use and enjoyment.
- M. The Promoter shall have right to relocate or shift any of the general common amenities from Demised Property to Remaining Property or vice versa, as may be mutually agreed by and between the Promoter and the Landowner, for convenience without curtailing the facilities committed to the Allottee and also providing the same in committed time. It is further clarified that the Trust Building being erected upon the Remaining Property for the purpose of attaining and fulfilling the objects of the Landowner/Trust shall not be treated as part of the project upon Demised Property.
- N. The said plan being Building Permit No. 2012030111 dated 26th March 2013 has been revalidated by KMC with effect from 14-09-2018.
- O. The Promoter has further applied before the KMC for modification of building plan by sanction of one additional floor in each of the Buildings to avail incremental Floor Area Ratio for the proximity of the East West Metro Corridor and the said application is under process.
- P. The Promoter and the Landowner have earmarked and demarcated their respective allocations as recorded in the Allocation Agreement dated 4th September 2014 based on the building plan sanctioned by the KMC on 26th March, 2013. Upon sanction of additional floor in each of the Buildings to avail incremental Floor Area Ratio for the proximity of the East West Metro Corridor, as mentioned hereinbefore, such additional area shall also be shared between the Trust and the Developer in terms of the said Development Agreement.
- Q. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans save and except reserving the rights to raise additional floors for the purpose to avail the permissible FAR or incremental FAR for the reason of Green Building, Metro Corridor or other incentivizing factors and as permitted under the law or in strict compliance with section 14 of the Act and other applicable law.

- R. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- S. The Allottee has been allotted **ALL THAT** Residential Unit No. _____ measuring a carpet area of _____ sq. ft. (Built-up area of _____ sq. ft.) together with the Attached Terrace area of _____ sq. ft. together with the proportionate Utility Area of _____ sq. ft. be the same a little more or less on the _____ floor of the Multi-storied Building together with the right to use ___ nos. Open/Covered/Mechanical/Multi-level Car Parking Space on the ground/basement floor of the Multi-storied Building together with rights to use the common areas and amenities in common with other Allottee(s) in Project (“**Common Areas**”) as mentioned in the **SECHEDULE F** hereunder written (hereinafter referred to as the “**Apartment**” more particularly described in **SCHEDULE B** hereunder written and the floor plan or the apartment is annexed hereto and marked as **Annexure A**).
- T. The Allottee has represented and assured the Promoter that the Allottee is legally and otherwise competent to enter into this agreement and has adequate financial capacity to purchase and acquire the Apartment(s) and has adequate competence to fulfill his/ her/ its/ their obligations under these presents and the Allottee shall furnish copies of requisite documents, information and details relating to its identity including PAN card as required by the Promoter and/or the Landowner from time to time.
- U. The Allottee shall abide by and comply with all applicable rules, regulations and statutes as laid down and notified by the appropriate governments or its departments from time to time relating to purchase of the said Apartment(s) and remittance of funds.
- V. The Allottee hereby undertakes to comply with and carry out from time to time, after the Allottee has taken over the possession of the said Apartment, all the requirements, requisitions, demands and repairs as required by any development, environment, statutory, municipal, government and/or competent authority, at his/her/its/their own costs and shall keep the Promoter and the said Project indemnified, secured and harmless against all costs, consequences and damages on account of non-compliance with the said requirements, requisitions, demands and repairs.
- W. The Allottee further acknowledges that until formation of the Association, the Promoter shall cause to maintain the Project and the Common Areas and Amenities thereof by appointment of Facility Manager or otherwise.
- X. The authenticated copy of Certificate of Title issued by the Advocate of the Promoter has been uploaded in the official web-site of the Project under WBHIRA and the Allottee may also independently satisfy himself/herself/itself/themselves about the Landowner’s title to the Demised Property on which the Apartment is to be constructed.

- Y. The Allottee shall abide by the covenants and obligations mentioned in the **SCHEDULE H** hereunder written which shall be construed as the covenants running with the title of the Apartment.
- Z. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- AA. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- BB. 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.
- CC. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter doth hereby agree to sell and the Allottee hereby agrees to purchase the Apartment and the parking space(s) as specified in the **Schedule B** hereunder written.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment/ as specified in the Schedule B hereunder written.
- 1.2 The Total Price for the Apartment and appurtenances based on the carpet area is Rs.
 _____ (Rupees _____ only) ("**Total Price**"):

Apartment and appurtenances details	Amount
Apartment No. _____ Floor _____	
Open Parking Space	
Mechanical/ Multi-level Parking Space	

Covered Parking Space (ground or basement)	
Charges for Infrastructure & Amenities	
Consolidated Price without GST in Rupees	
GST as per prevailing rates	
Total Price in Rupees	

- 1.3 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 and/or increase in the rates of GST and/or levy of new taxes and/ or any up-gradation of the specifications at the request of the Allottee. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in the **SCHEDULE C** hereunder written (“**Payment Plan**”).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter .
- 1.6 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 described herein at **SCHEDULE D** and **SCHEDULE E** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act.
Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Multi-storied Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter . If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, for the additional carpet area which is not more than three percent of the carpet area of the apartment allotted to Allottee, the Promoter may demand that from the Allottee as per the next

- milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as may be calculated as per para 1.2 hereinabove.
- 1.8 Subject to para 9.3, the Promoter doth agree and acknowledge, the Allottee shall have the right to the Apartment/Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment/Unit;
 - (ii) The Allottee shall also have right to use undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment/Unit includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes and the specifications mentioned in the schedules hereunder written;
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment during the working hours on the working days upon prior appointment with the Promoter and subject to adherence of necessary safety measures.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the right to use ___ open/covered/mechanical multi-level parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project upon the Demised Property is an independent, self-contained Project and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise excepting that certain general common amenities are to remain common between the Trust Building upon the Remaining Property and the Multi-storied Building upon the Demised Property for use and enjoyment of the owners/occupiers of them.
- 1.10 The Promoter doth agree to cause payment of all outgoings or obtain NOC before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (if availed by the Promoter) and interest on mortgages or other encumbrances to the extent of the Developer's Allocation and such other liabilities payable to competent authorities, banks and financial institutions, which are pertaining to the Apartment. 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 pertaining to the Apartment before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, 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 against Promoter which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of 10% of the Total Price as booking amount receipt of which the Promoter doth hereby acknowledges and the Allottee hereby agrees to pay the remaining price of

the Apartment as prescribed in the Payment Plan [**Schedule C**] 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 prescribed in the Rules.

- 1.12 In addition to the said Total Price, the Allottee shall be liable to bear and pay to the Promoter certain interest free deposits in various accounts (hereinafter referred to as the **DEPOSITS** the details whereof shall appear from **PART – I** of the **SCHEDULE I** appearing hereinafter written) which together with all applicable taxes, duties etc. must be paid by the Allottee to the Promoter in the manner mentioned in the **PART-II** of the **SCHEDULE I** appearing hereinafter.
- 1.13 The surplus/deficit of the said Deposits shall be transferred by the Promoter to the Association upon its formation after deduction of all expenses and adjustment of outstandings from various transferees/allottees.
- 1.14 It is agreed and recorded and further covenanted that the Allottee shall be liable to pay to the Association towards sinking fund to meet any contingency and for any capital expenditure required to be done in future as determined by the Association.
- 1.15 The Allottee shall be liable to pay all the municipal rates, taxes and outgoings in respect of the Apartment leviable for the period from the date of possession (actual or deemed whichever is earlier) or from the date of execution of the proposed deed of conveyance of the Apartment in favour of the Allottee whichever is earlier. Until separate assessment/ apportionment and/or mutation of the Apartment, the Allottee shall periodically pay and/or reimburse to the Promoter the proportionate amount of municipal rates, taxes, outgoings and impositions as may be found payable on account and in respect of the Apartment from the date of possession or from the date of execution of the proposed deed of conveyance whichever is earlier. Upon the separate assessment/ apportionment and/or mutation of the Apartment, the Allottee shall solely be responsible to pay such entire rates, taxes, outgoings and impositions as may be assessed on account and in respect of the Apartment.
- 1.16 Besides the amount of such municipal rates, taxes, outgoings and impositions, the Allottee shall also proportionately bear and pay all other applicable rates and impositions wholly for the Apartment and proportionately for the Project from the date of possession or from the date of execution of the proposed deed of conveyance for transfer of the Apartment in favor of the Allottee, whichever is earlier.
- 1.17 It is declared and confirmed that the Allottee shall not be entitled to transfer/assign the benefits of this agreement in favor of any third person(s) without obtaining the prior written approval of the Promoter, subject to (i) the payment of a sum equivalent to 2% of the consolidated amount of price of the Apartment and Parking spaces (without GST) plus applicable taxes to be paid by the Allottee to the Promoter as the charges for such transfer/assignment/nomination, (ii) consent from the Bank/Financial Institution from which the Allottee has obtained home loan finance and/or financial assistance (if applicable) and (iii) expiry of 18 months (lock-in period) from the date of

this Agreement during which it is agreed that the Allottee shall not be entitled to transfer/assign/nominate this Agreement/Apartment. In the event of transfer/ assignment/nomination, the assignee/nominee shall be obliged to fulfill and observe all the covenants and obligations of the Allottee under this Agreement, including those that remain unfulfilled by the Allottee even retrospectively at the time of such assignment/nomination.

- 1.18 The Landowner has been made party to this agreement to confirm that the said Apartment intended to be sold by the Promoter to the Allottee forms part of the Developer's Allocation and to further confirm that upon the Promoter complying with its obligations towards the Landowner in terms of the said Development Agreement, the Landowner shall join in the proposed deed of conveyance and thereby convey release and assure either unto and to the Allottee its undivided variable proportionate share or interest in the Demised Property attributable to the said Apartment to complete the conveyance of the title of the Apartment together with the attributes pertaining thereto including the rights in common areas and amenities in favour of the Allottee without any claim of monetary consideration from the Allottee or unto and to the association of the allottees or the competent authority, as the case may be, in accordance with the law.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Regent Hirise Private Limited payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under 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 in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter

immediately and comply with necessary formalities if any under the applicable laws. The Promoters 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.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas, Amenities and Installations to the Association.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

6.1 The Allottee has seen the title documents, development agreement, sanctioned plan, proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed/appended along with this Agreement] 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 the Kolkata Municipal Corporation Act 1980 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act.

6.2 Taking into account any extra FAR sanction on account of Green Building/Metro/any other sanctionable provisions, the Allottee agrees that the Promoter is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned authorities. However the Promoter can use the permissible FAR without materially affecting the present lay out and curtailing the facilities and amenities proposed to be provided by the Promoter to the Allottee. However, the Allottee shall not claim any abatement in the amounts agreed to be paid by the Allottee to the Promoter in terms of this agreement on the ground of such further and/ or additional construction or proportionate reduction of undivided proportionate share of land appurtenant to the Apartment.

6.3 The Allottee agrees and confirms that the benefits and advantages of the common areas, amenities, facilities and installations shall be available for such further and/ or additional construction and the allottees/ occupants thereof.

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before 31-12-2019, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and other circumstances beyond the control of the Promoter affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

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

- 7.2 Procedure for taking possession:** The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate. The conveyance deed in favour of the Allottee shall be carried out by the Promoter and the Landowner within three months from the date of issue of completion certificate provided the Allottee accepts such possession and pays the Total Price, stamp duty, registration charges, incidental expenses and other applicable amounts and executes as well as admits execution of such conveyance deed before the concerned registering authority. The Landowner and the Promoter shall complete the transfer of the Common Areas, Amenities and Installations as per the provisions of the Act. The Allottee shall bear and pay a sum equivalent to 0.50% (zero point five per cent) of the consolidated price without GST plus applicable taxes to the person nominated by the Promoter towards the documentation charges for the preparation of this agreement, the proposed deed of conveyance and other necessary documents (if any) for transfer of the said Apartment (if any). It is agreed that such documentation charges shall be paid by the Allottee in the manner mentioned in **PART - III** of the **SCHEDULE – I** hereunder written. The Promoter agree and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession (actual or deemed as the case may be), agree(s) to pay the maintenance charges as determined by the Promoter / Association, as the case may be after the issuance of the completion certificate for the project. The Promoter shall hand over the copy of the completion certificate to the Allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take possession of the Apartment:** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be necessary or 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 para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 **Possession by the Allottee:** After obtaining the completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association;

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any default of the Promoter as specified in clause 9 herein below, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee (excluding GST, stamp duty or other applicable taxes) shall be returned by the Promoter to the Allottee within 45 days of such cancellation subject to execution of necessary cancellation related documents by the Allottee and also subject to realization of such amounts from some other intending allottee after effecting resale of the Apartment by the Promoter in favour of such other intending allottee.

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

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

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

7.7 If the Project of any part thereof is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of compensation against the Promoter. The Promoter will however refund all the money received from the Allottee.

7.8 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project

or Complex then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

7.9 It is hereby clarified and recorded that the marketing agent(s) appointed by the Promoter for marketing of the units/apartments in this project shall not have any responsibility towards the allottees of units / apartments nor there shall be any claim by the allottees of units/ apartments of this project (Allottees) against the marketing agent(s) regarding any matter relating to demise of the units / apartments in the project for delays in possession handover/ compromised quality etc. Similarly, the Promoter shall not be responsible or liable for the representations made by the marketing agent(s) to the Allottee or other allottees, without the consent or knowledge of the Promoter.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter doth hereby represent and warrant to the Allottee as follows:

- (i) Based upon the representation of the Landowner as recorded in the said Development Agreement, the Landowner has absolute, clear and marketable title with respect to the said Demised Property; the requisite rights to carry out development upon the Demised Property and absolute, actual, physical and legal possession of the said Demised Property for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Apartment and the undivided proportionate share of Demised Property attributable thereto;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Demised Property, Project or the Apartment to the knowledge of the Promoter;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Demised Property 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, said Demised Property, Multi-storied Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) 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;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee. The common areas shall be handed over to the Association;
- (x) The Schedule Property 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 Schedule Property;

- (xi) The Promoter has duly paid and shall continue to cause payment and discharge of 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 has been issued and possession of apartment (actual or deemed 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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Demised Property and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) In spite of due observance of the terms and obligations of the Allottee under this agreement, the Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the 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 the completion certificate 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 there under.

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

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment,

which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for the demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest, taxes, liabilities, GST and this Agreement shall thereupon stand terminated;

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee and all other amounts agreed and required to be paid hereunder by the Allottee, shall execute a conveyance deed and convey the title of the Apartment within three months from the date of issuance of the completion certificate to the Allottee:

However, in case the Allottee fails to deposit the stamp duty, registration charges, incidental expenses and other applicable amounts 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.

11. MAINTENANCE OF THE SAID MULTI-STORIED BUILDING / APARTMENT / PROJECT:

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

12. DEFECT LIABILITY:

- 12.1 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 issuance of the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of failure of the Promoter to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Promoter shall not be liable for the damage/ decay caused by natural wear and tear or by any act and/or neglect of the allottees.

12.2 Notwithstanding anything herein 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 Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove.

12.3 It is clarified that the above responsibility of the Promoter shall not cover defects, damages or malfunction due to (i) misuse, (ii) unauthorized modifications or repairs done by the allottees or the Association, (iii) cases of force majeure, (iv) failure to maintain the amenities and installations, (v) accident and (vi) negligent use.

Provided that where the manufacturer warranty as shown by the Promoter to the allottees ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment/Multi-storied Building and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers/suppliers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty for both the Apartments and the Common Areas, Amenities and Installations wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Multi-storied Building excludes minor hairline cracks on the external and internal walls which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by the Allottee or on behalf of Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Promoter for the Apartment/Multi-storied Building and in the workmanship executed keeping in view the aforesaid agreed terms of this Agreement.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of 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 electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting electrical rooms, meter rooms, pumps and equipment's 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.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT AND THE PROJECT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Multi-storied Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe 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 Multi-storied Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Multi-storied Building or anywhere on the exterior of the Project, Multi-storied Buildings therein or Common Areas. The Allottees 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 or change the layout and specifications of the windows, doors and balcony, . Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Multi-storied Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by the Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allottee doth hereby acknowledge that the Promoter shall be perpetually entitled to use the elevation, common parts of the Project, the Common Areas, Amenities and Installations as also the open spaces, boundary walls etc. for the purpose of advertising, exhibiting and displaying any neon sign board, signage, brand, logo etc.
- 15.5 The Allottee doth hereby acknowledge that the Promoter shall at all times be entitled to put or allow anyone to put the name of the Project and/ or name, design and/ or logo of the Promoter and/ or its associate group/brands at the roof, façade, boundary and/ or other places in the Project by way of neon – sign, hoardings, signage, sign boards etc. and the Allottee and/ or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- 15.6 The Allottee doth hereby acknowledge that the Promoter shall be entitled to negotiate with and enter upon the contracts (on such terms and conditions as the Promoter at its discretion think and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primary for use of the allottees/ co-owners (but with the possibility of outsiders being also provided services therefrom by such owners, suppliers and providers of facilities against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennas, towers, disc antennas, telecommunication and/ or electronic equipments and devices and other related installations in respect of such facilities and/ or services on the roof of the Multi-storied Building or any part of the Project.

- 15.7 The Allottee shall be liable to indemnify the Promoter and also the Association against all damages, costs, claims, demands, proceedings occasioned to the Multi-storied Building or any part thereof due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also keep the Promoter indemnified against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants, agents, licensees or invitees of the Allottee and/ or any breach or non-observance or non-fulfillment of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 15.8 The Allottee doth hereby acknowledge that the Promoter shall have unfettered rights to grant the rights or facilities of parking (open or covered or mechanical, dependent or independent) at the identified/ earmarked spaces meant for parking purpose.
- 15.9 In the event of the Allottee obtaining any financial assistance and/ or housing loan from any bank/financial institution, the Promoter shall act in accordance with the instructions of such bank/financial institution in terms of the agreement between the Allottee and the bank/financial institution, subject however the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment in the agreed timeline and in no event, the Promoter shall assume any liability or responsibility for any loan and/ or financial assistance which may be obtained by the Allottee from such bank/ financial institution.
- 15.10 In the event of any change in the specifications and/or relocation of any common areas, amenities or installations are necessitated on account of any direction of statutory authorities/ utility providers or any Force Majeure events or to improve or protect the quality of construction, the Promoter, shall be entitled to effect such changes in the specifications and relocate the common areas, facilities and installations as recommended by the Architect.
- 15.11 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the project and/ or transferring and disposing of other apartments then and in that event, the Allottee without prejudice to the Promoter's other rights, shall be liable to compensate and indemnify the Promoter for the losses, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 15.12 The Promoter may not entertain any request for modification or change in the internal layouts or the specifications of the Apartment. In case the Allottee desires with the prior permission of the Promoter, to install some different fittings/floorings on his own, he/she/it will not be entitled to any reimbursement or deduction of the value of the materials. The Promoter may at its own discretion subject to receipt of total price of the Apartment and appurtenances, allow access to the Allottee prior to the possession date for carrying out any interior or furnishing works at the sole costs, responsibilities and risks of the Allottee and subject to adherence of necessary safety measures.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, save and except raising additional floors for the purpose to avail the permissible FAR and as permitted. The Allottee is however aware that the Promoter has further applied before the KMC for modification of building plan by sanction of additional floors in the Buildings to avail incremental Floor Area Ratio for the reason of proximity of the East West Metro Corridor and deposited the necessary application fees for the aforesaid purpose, the sanction of which is awaited.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. The Allottee, however, expressly agrees that the Promoter shall be entitled only on Developer's Allocation to raise construction finance/project loan to undertake the development of the Demised Property provided that the Promoter shall be obliged to cause release of the Apartment together with the undivided proportionate share of the Common Areas, Amenities and Amenities attributable thereto prior to transfer of the title of the Apartment in favour of the Allottee.

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

The Promoter has assured the Allottees that the project in its entirety as sanctioned is in accordance with the provisions of the West Bengal Apartment Ownership Act and as per the said Act.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter do 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 registering authority at the office of the Registrar of Assurances at Kolkata or District Sub Registrar at Alipore or ADSR Sealdah/designated place of the Promoter in case of commissioning, as decided by the Promoter, as and when intimated by the Promoter. 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 concerned registering authority 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, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Landowner and the Promoter through them or their authorized signatory at the Promoter's Office in Kolkata. After the Agreement is duly executed by the parties or simultaneously with the execution the said Agreement shall be registered at the office of the concerned registering authority at the office of the Registrar of Assurances at Kolkata or ADSR Sealdah or District Sub Registrar at Alipore or at the office/designated place of the Promoter in case of commissioning, as decided by the Promoter. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

29.1 That all notices to be served on the parties 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's Address)

M/s _____ Promoter's Name

_____ (Promoter's Address)

M/s _____ Landowner's name

_____ (Landowner's Address)

It shall be the duty of the parties herein 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 concerned party.

29.2 **Mode of Notice:** Notices under this Agreement shall be served by messenger or registered post/speed post with due acknowledgement at the addresses of the parties mentioned herein, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery if sent by messenger and (2) on the 4th day of handing over the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by any of the parties.

29.3 **Notice for breach of terms:** In the event of breach of the agreements, covenants and terms and conditions of this agreement by any of the parties herein, the other party, shall issue a notice to the party committing such breach and require that to cure and remedy such breach within a period of fifteen (15) days from the receipt of such notice.

30. 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.

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. JURISDICTION:

The Courts at Kolkata alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties herein.

THE SCHEDULE A ABOVE REFERRED TO:

PART - I

(THE SAID ENTIRE PROPERTY)

ALL THAT the piece or parcel of land measuring 119.45 Cottahs (equivalent to 7990 sq. meters) more **ALL THAT** the piece or parcel of land measuring 119.45 Cottahs (equivalent to 7,990 square meters) (inclusive of a portion of the land area measuring about 521.13 square meters falling under the proposed Road Alignment Scheme of the Kolkata Improvement Trust) being Municipal Premises No. 156B Manicktala Main Road, Kolkata 700054 and fully shown in **Black** borders in the map or plan annexed hereto within the limits of Ward No.32 of the Kolkata Municipal Corporation under the jurisdiction of Manicktala Police Station, Additional District Sub-Registration Office at Sealdah, District Registration Office at Alipore in the District of South 24 Parganas and butted and bounded as follows:-

- On the **North** : By premises No.160/1B, Manicktala Main Road;
On the **East** : Partly by premises Nos. 157/1 & 157/2 Manicktala Main Road, partly by premises No. 157A Manicktala Main Road and partly by premises No. 33 Canal Circular Road;
On the **South** : By Manicktala Main Road; and
On the **West** : By Passage towards Purbasa Housing Estate.

PART - II

(THE DEMISED PROPERTY)

ALL THAT the demarcated portion of the Municipal Premises No. 156B Manicktala Main Road, Kolkata 700054 measuring an area of 54.85 cottahs, be the same a little more or less (inclusive of a portion of the land area measuring about 521.13 square meters falling under proposed Road Alignment Scheme of Kolkata Improvement Trust), **TOGETHER WITH** the benefit of the sanctioned plan No.2012030111 dated 26th March 2013 and its revalidations/modifications/alterations whereupon the Other Building is being erected, as shown and delineated in **Yellow and Pink Color** in the map or plan annexed hereto and butted and bounded by as follows:-

- On the North : By Trust's Remaining Property;
On the East : By Trust's Remaining Property;
On the South : By Manicktala Main Road;
On the West : By Municipal Passage towards Purbasa Housing Estate.

PART - III

(THE REMAINING PROPERTY)

ALL THAT the demarcated remaining portion of the Municipal Premises No. 156B Manicktala Main Road, Kolkata 700054 measuring an area of 64.60 Cottahs, be the same a little more or less, **TOGETHER WITH** the benefit of sanction plan no. 2012030111 dated 26th March 2013 and its revalidation/modifications/alteration whereupon the Trust Building is being erected, as shown and

delineated in **Blue and Orange Color** in the map or plan annexed hereto and butted and bounded by as follows:-

- On the North : By premises No.160/1B, Manicktala Main Road;
 On the East : Partly by premises Nos. 157/1 & 157/2 Manicktala Main Road, partly by premises No. 157A Manicktala Main Road and partly by premises No. 33 Canal Circular Road;
 On the South : Partly by Manicktala Main Road and partly by Demised Property;
 On the West : By Municipal Passage towards Purbasa Housing Estate.

THE SCHEDULE B ABOVE REFERRED TO:
(APARTMENT)

ALL THAT the piece and parcel of the Residential Unit No. _____ measuring a carpet area of _____ sq. ft. (Built-up area of _____ sq. ft.) together with the Attached Terrace area of _____ sq. ft. together with the proportionate Utility Area of _____ sq. ft. be the same a little more or less on the floor of the Multi-storied Building together with the right to use ___ nos. Open/Covered/Mechanical/Multi-level Car Parking Space measuring square feet each on the ground/basement floor of the Multi-storied Building

TOGETHER WITH the rights to use the common areas and amenities in common with other Allottee(s) of the Multi-storied Building.

THE SCHEDULE C ABOVE REFERRED TO:
(PAYMENT PLAN)

Schedule of Payment of Consideration Amount	
Particulars	Amount (Rs.)
On or before Agreement	
On Completion of Roof Casting	
On Completion of Brick Work	
On Completion of Flooring of said Unit	
On Possession	
Total Price	

THE SCHEDULE D ABOVE REFERRED TO:
(SPECIFICATIONS AMENITIES AND FACILITIES OF THE APARTMENT)

BEDROOMS/ LIVING & DINING AREA	Flooring: Marble Master Bedroom: Wooden Laminate Flooring Other Bedrooms: Vitrified Tiles Wall and Ceiling: POP finish
TOILETS / BATHROOMS	Flooring: Anti-skid ceramic tiles Ceramic Tiles on the wall upto Door Height

	Superior quality Sanitary ware / Counter Top Basin and CP fittings Concealed plumbing and pipe work
KITCHEN	Flooring: Anti-skid ceramic tiles Stainless steel sink Granite countertop Dado: Ceramic tiles upto 2 feet height above counter Modern CP fittings Provision for exhaust
ELECTRICALS	Adequate light, fan and air-conditioning points Points for AC, TV and Telephone in all bedrooms and living / dining Concealed Copper Wiring with Modular Switches 100% Back-up for common areas and services
DOORS & WINDOWS	Quality Wooden Frames with Flush doors Stainless Steel Locks & Hinges Decorative Main Entrance Door with night latch and magic eye. Powder coated aluminium or UPVC windows

THE SCHEDULE E ABOVE REFERRED TO:
(SPECIFICATIONS AMENITIES AND FACILITIES OF THE PROJECT)

STRUCTURE	R.C.C. Foundation resting on cast-in-situ reinforced concrete bored piles. R.C.C. structure designed for the highest seismic consideration against zone III as stipulated by code.
WALLS	Internal: Plaster of Paris finish External: Glass/Paint/Cladding as per Architect's Design
COMMON AREAS	Marble / Granite / Stone / Tiles
ELEVATORS	Two automatic and one service elevators of Schindler/ Kone/ Otis / Hyundai / Johnson/ThyssenKrupp or equivalent make
COMMON AREA	Main Entrance lobby: designed with marble/tiles/granite Floor lobby: Vitrified Tiles Staircase: Kota Stone/Black Stone/Tiles/Marble 24 hours Power back up
SAFETY AND SECURITY	CCTV monitoring for all common areas Modern fire fighting systems, refuge platforms and smoke detectors in common Areas as per Regulations

	Intercom / EPBX System connected with Reception, Security and other apartments.
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THE SCHEDULE F ABOVE REFERRED TO:

**Part – I
(COMMON AREAS)**

- a) Undivided proportionate impartible variable share of land in the Demised Property;
- b) Lobbies, paths, passages, driveways, staircases, staircase landings, landings, corridors, entrance and exits of the Multi-storied Building.
- c) Stair head room, caretaker room, electric meter room, pump room, transformer room, generator room.
- d) Lift machine room, lift chute and lift well.
- e) Common toilets.
- f) Air Conditioned Community Hall.
- g) Swimming Pool.
- h) Gymnasium.
- i) Steam.
- j) Massage Room.
- k) Games Room.

**Part – II
(COMMON AMENITIES)**

- a) The beams, foundations, supports, columns, main walls, boundary walls of the Multi-storied Building.
- b) Installation of common services such as water, sewerage pipes, pumps, ducts, etc. at the Multi-storied Building.
- c) Electrical installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator(s)/ Standby Power Source to all the units in the Multi-storied Building and Common Areas within or attributable to the Multi-storied Building and electrical wiring and accessories for lighting of common areas of the Multi-storied Building.
- d) Fire Fighting equipments and accessories
- e) Lift machine, lift shaft
- f) Generator
- g) Transformer
- h) Overhead water tanks
- i) General Common Amenities like common drainage system, common sewerage system, water inlet point, for common use for both the Buildings (Multi-storied Building and Trust Building) etc.

THE SCHEDULE G ABOVE REFERRED TO:
(COMMON EXPENSES)

- a. The expenses of maintaining, repairing, re-decorating, renewing the main structure and in particular the drainage, water supply system, supply of electricity to all Common Areas and Amenities;
- b. The expenses of repairing, maintaining, white-washing and colour washing of the main structure, exterior and common areas of the Multi-storied Building and the Common Areas and Amenities;

- c. The cost of cleaning and lighting the entrance of the Multi-storied Building and the passages and other spaces around the lobby, corridors, stair-case lift, and parking areas of the Building and the Common Areas and Amenities;
- d. The cost of insuring any risk with regard to the Multi-storied Building and the utilities and apparatus installed thereat;
- e. Cost of maintaining lift, transformer, generator, electrical installations, pumps and other common facilities and essential services in the Project;
- f. Cost of decorating the exterior of the Multi-storied Building;
- g. Salaries, wages, fees and remuneration of durwans/security persons, liftman, sweepers, plumber, electricians, accountant, caretakers, gardeners, or other persons whose appointment may be considered necessary for maintenance and protection of the Multi-storied Building and administration and management of the affairs thereof;
- h. The rates taxes and outgoings assessed charged and imposed for the Common Areas, Amenities and Installations of the Multi-storied Building;
- i. The cost and expenses of keeping and maintaining the records of the common expenses, costs of billing collection and recovery of such common expenses including costs of staffing and running the Association and expenses (statutory and non-statutory expenses) for the Association;
- j. All expenses for the administration, management, maintenance and operation of the Common Areas Amenities and Installations in the Project, including electricity, personnel costs etc.;
- k. All expenses towards electricity costs etc for common purpose.;
- l. The cost, expenses and charges for installation of any additional common facilities and amenities in the Project;
- m. The cost, expenses and charges for maintenance, cleaning and repairing of the parking areas;
- n. The cost, expenses and charges for compliance of various statutory provisions and the orders, rules formulated by competent authorities applicable in respect of the Project;
- o. All expenses of common services and common facilities and amenities;
- p. Such expenses as are necessary or incidental for the maintenance or up keeping of the Project and/or the common areas and amenities thereof.

THE SCHEDULE H ABOVE REFERRED TO:
(ALLOTTEE'S COVENANTS)

The Allottee covenants to:

- (i) Make payment to the Promoter and the Association of all amounts due and payable and as and when payable under this Agreement.
- (ii) Not to do or cause to be done any acts deeds or things by virtue of which development of the Entire Property or the Project or any portion thereof is hampered, obstructed, delayed or stopped.
- (iii) Not be entitled to have any claim of whatsoever nature over and in respect of the Common Areas, Amenities and Installations excepting the right to use and enjoy the same along with all other transferees and/or purchasers of the said Project in terms of this Agreement.
- (iv) Co-operate with the Promoter/ the agent or facility manager appointed by the Promoter in the management and maintenance of the Common Areas, Amenities and Installations of the said Project.

- (v) Become member of such Association upon its formation and to pay the share(s) of deposits subscription and such fees and charges as may be levied and decided by the Promoter and/or the Association and not to raise any dispute.
- (vi) Abide by and observe all the rules and regulations framed from time to time either by the Promoter or by the agent/ facility manager appointed by the Promoter or by the Association for the maintenance, management and common purpose/expenses without raising any objection thereto.
- (vii) Abide by and observe all the terms and conditions of this Agreement.
- (viii) Allow the Promoter and/or any authorized representative with or without the workmen on prior notice to enter into the Apartment(s) for completion repairs and for the common purposes.
- (ix) Ensure that all interior work of furniture, fixtures and furnishing of the Apartment or any repairs of renewals thereto, are carried out during the daylight hours only, without creating noise beyond the tolerable limits creating inconvenience to other allottees/co-owners and in accordance with the rules, regulations and guidelines framed by the Promoter and the Association.
- (x) Bear and pay the proportionate amount of common expenses more fully described in **SCHEDULE G** hereunder written and to pay such common expenses with interest at the applicable rate of in the event of default or delay in payment of the said common expenses. The Allottee agrees and acknowledges that the Association shall be entitled to disconnect and/or suspend the common services attached to the Allottee's Apartment(s) and suspend the use of lifts and other facilities, services and amenities until the said dues with interest accrued thereon are paid together with reconnection charges (if any).
- (xi) Regularly and punctually pay/reimburse electricity charges and other utility charges and outgoings for the Apartment.
- (xii) Bear and pay the municipal rates taxes levies and other outgoings relating to the Apartment (s) to the Promoter or to the agent/ facility manager or to the Association upon its formation for the period commencing from the date of possession or date of execution of the proposed deed of conveyance, whichever is earlier until the apportionment/ assessment of the Apartment as a separate unit.
- (xiii) Bear and Pay the municipal rates taxes levies and other outgoings relating to the Apartment directly to the concerned authorities after separate apportionment/ assessment of the Apartment.
- (xiv) Abide by all pollution control laws, guidelines and regulations.
- (xv) Reimburse any expenditure that may have been incurred by the Promoter or the Association for repairing or replacing anything pertaining to common areas, amenities and installations due to the reasons of damage caused by the Allottee.
- (xvi) Not claim whatsoever in nature over and in respect of Trust Building and the areas and amenities exclusively reserved therefore.
- (xvii) Not to raise any obstruction/ dispute upon the owner/ occupiers of the Trust Building to use and enjoy the general common amenities.
- (xviii) Not use the Apartment or permit the same to be used for any illegal or immoral purpose or for any purpose other than for which the Apartment has been sanctioned by the sanctioning authorities.

- (xix) Not use the Apartment or permit the same to be used for a place of religious worship, boarding house, guest house, club, restaurant, entertainment centre, nursing home.
- (xx) Not park or cause to be parked any car and vehicles on the car parking spaces or other spaces/ areas of the Multi-storied Building or the Project except on the spaces/ areas for which express right shall be granted to the Allottee to park the car and vehicles.
- (xxi) Not change the color scheme of the Multi-storied Building or the exterior of the Apartment without the written consent of the Promoter or Association.
- (xxii) Not keep, raise and breed any animal, reptile or bird in the Apartment or anywhere else at the Project except the pets under approval of the Promoter and the Association upon its formation provided they are not kept or bred for any commercial purpose and are housed within the Apartment and abided by all applicable rules and regulations.
- (xxiii) Not make any animal sacrifices at the common areas or any part of the Project.
- (xxiv) Not erect, install, fix any external wireless or television antenna or window antenna.
- (xxv) Not sub-divide the Apartment and/or car parking space(s) if allotted and attributes/ appurtenances thereto.
- (xxvi) Not place or store in the common areas any goods or things whatsoever.
- (xxvii) Not bring or permit to remain upon the Apartment(s) any machinery goods or other articles which shall or may strain or damage any part or portion of the Multi-storied Building at the Project.
- (xxviii) Not operate any heavy machine so as to endanger the structure of the Multi-storied Building or damage the floor or roof or outer walls of any unit/apartment.
- (xxix) Not shift or obstruct any windows or lights and not to put box grills/collapsible gates in the verandah and/or windows which are not as per the design suggested or approved by the Architect.
- (xxx) Not do or permit any opening, structural change or change in elevation without the consent in writing of the Promoter or the Association.
- (xxxi) Not throw or accumulate or cause or permit to be thrown or accumulate any dirt, rubbish or other refuse save and except to such extent and at such place or places as be permitted and specified/designated by the Promoter and the Association upon its formation.
- (xxxii) Not install any exterior loudspeakers without the permission of the Promoter and the Association upon its formation.
- (xxxiii) Not hang or display any clothes or articles of any kind on the outside of the windows or the places of outside windowsills, outside walls, balconies and parking spaces.
- (xxxiv) Not do or cause to be done anything whereby the insurance premium of the Multi-storied Building shall increase or which shall result in cancellation of insurance policy of the Building or any of them.
- (xxxv) Not do anything or cause to be done anything whereby the structural stability of the Multi-storied Building shall be adversely affected.
- (xxxvi) At all times the Allottee shall keep the interior wall, fittings, fixtures, appurtenances, floor, ceiling etc. of the said Apartment in good condition and repair so as not to cause any damage to the Multi-storied Building or any other space or accommodation thereon and shall keep the others occupiers of the Multi-storied Building and/or the said Project indemnified from and against the consequences of any damage arising there from.

- (xxxvii) Not do anything or cause to be done anything whereby the common amenities fixtures and gadgets installed for the Project shall be damaged or adversely affected.
- (xxxviii) Not to hold the Promoter liable in any manner whatsoever and not to make any claim against them or any of them in case due to any enactment or implementation of legislation, rules, bye-law or order of any judicial or other authority, the earmarked exclusive rights of car parking is not permissible.
- (xxxix) Not to install or keep or operate any generator in the Apartment and/ or in the balcony/verandah/attached terrace or any common areas save and except the battery operated inverters inside the Apartment.
- (xl) Not make any constructions (temporary or permanent) on the car parking spaces, roof/terrace and common areas of the said Project.
- (xli) Not do anything whereby the other unit owners or the co-purchasers or the co-transferees are obstructed or prevented from enjoying their respective units/apartments quietly and exclusively.
- (xlii) Keep the Apartment in good state or repairs and condition and to carry out necessary repairs or replacements as and when required.
- (xliii) Not put up or affix any articles including nameplate signage and letter box or other similar articles in any of the common areas or outside walls and doors of the Apartment and/or the said Project save and except at the place and in the manner approved or provided therefore by the Promoter or the Association.
- (xliv) Not bring nor store and/or allow to be kept or stored in the Apartment any offensive article or substances of combustible, obnoxious, hazardous, inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.
- (xlv) Not discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Multi-storied Building or portion thereof or the Trust Building or the portion thereof.
- (xlvi) Not to do or cause to be done in and around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to flooring or ceiling of the Apartment or other parts of the Multi-storied Building.
- (xlvii) Not to overload and/ or draw any excess electricity so as to cause overloading of the electricity connection.
- (xlviii) Not to induct any tenant/licensee to occupy the Apartment unless such tenant/licensee is introduced to the Promoter or the Association upon its formation so that he/she may be recognized as a bonafide occupant for the security purpose.
- (xlix) Not dispute or object to the location of the parking space(s) (if any) identified by the Promoter for use by the Allottee.
- (l) Not to transfer or deal with the parking spaces in exclusion of the Apartment.
- (li) Not to encumber the rights under this agreement prior to execution of the proposed deed of conveyance save and except for the purpose of availing home loan.
- (lii) Observe such other covenants as be deemed reasonable and framed from time to time by the Promoter and/ or the Association.
- (liii) Not install any air conditioner and/or exhaust fan save and except at the place(s) approved by the Promoter or the Association upon its formation.

- (liv) Not to puncture window/wall of the Multi-storied Building and create any shades awnings, window guards, ventilators in the Multi-storied Building excepting such as approved by the Promoter or the Association upon its formation.
- (lv) Not raise any claim over the areas, amenities and installations of other projects which are not meant to be shared by the allottees of the said Project.
- (lvi) Use the Apartment or permit the same to be used only for residential purpose as per relevant provisions in the Kolkata Municipal Corporation Act and Rules and shall use the said parking space or permit the same to be used only for the purpose of keeping and parking the Allottee's own vehicles.
- (lvii) Pay to the Promoter/Authorities within 7 (seven) days as demanded by the Promoter/Authorities, his/her/their/its share of the security deposits and payments demanded by the concerned Government, local or public bodies or authorities for giving electricity, telephone or other service/utility connection to the said Multi-storied Building.
- (lviii) To abide by the charges, rules and regulations framed by the Promoter or Association from time to time for the use and enjoyment of the community hall and gymnasium.

THE SCHEDULE I ABOVE REFERRED TO:

PART – I

DEPOSITS		
No	Particulars	Amounts (Rs.)
1	Interest free maintenance deposit	
2	Deposit for municipal rates and tax	
3	Electricity connection and meter deposit	On Actuals
4	Deposit for mutation expenses	

PART-II

SCHEDULE FOR PAYMENT DEPOSITS		
No	Particulars	Amount or Percentage
1	On Notice for Possession	100%

PART III

SCHEDULE FOR PAYMENT OF DOCUMENTATION CHARGES		
No	Particulars	Amount or Percentage
1	At the time of execution of this Agreement	50%
2	At the time of possession of the Apartment or execution of Deed of Conveyance or nomination, whichever is earlier	50%

THE SCHEDULE J ABOVE REFERRED TO:

(Definitions)

- (a) **ARCHITECT:** shall mean M/s Agarwal & Agarwal (Architect) of 2/5 Sevak Baidya Street, Kolkata-700029 appointed by the Promoter for the Project or such other architect or architects who may be appointed by the Promoter for the Project from time to time;
- (b) **ASSOCIATION:** shall mean the Association to be formed for the said Project under the West Bengal Apartment Ownership Act or any other applicable law for the time being for the purpose to hold the Common Areas, Amenities and Installations for the purpose of supervision, management and maintenance of the said Project for the common purposes having such rules regulations, bye-laws and restrictions as be deemed proper and necessary;
- (c) **ATTACHED TERRACE** shall mean the open terrace(s) appertaining to and attached with the Spaces and/ or Units on various floors of the Multi-Storied Building and allocable alongwith the concerned Spaces and/ or Units to the respective owners for the purpose of exclusive use and enjoyment by them;
- (d) **BUILDINGS** shall mean a number of two (2) separate independent buildings being the Trust Building on the Remaining Property and the Multi-storied Building on the Demised Property proposed to be constructed erected and completed in accordance with the Plan sanctioned by the Kolkata Municipal Corporation;
- (e) **BUILT-UP AREA:** shall mean and include the aggregate of the Carpet Area, Balcony Area, Utility Area and the External Wall/Column Area ;
- (f) **CARPET AREA:** shall mean net usable floor area of the Apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment;
- (g) **COMMON AREAS, AMENITIES AND INSTALLATIONS:** shall mean and include the areas and amenities (excepting parking spaces, store/utility rooms, etc.) available for common use and enjoyment of the transferees of the Project subject to conditions, restrictions and reservations mentioned herein and also framed by the Promoter and/or Association from time to time, and morefully described in the **SCHEDULE F** hereinabove written;
- (h) **COMMON EXPENSES:** shall mean and include all expenses to be incurred by or on behalf of the intending transferees for the maintenance, management, upkeep and administration of the Common Areas, Amenities and Installations and for rendition of common services and morefully described in the **SCHEDULE G** hereinabove written;
- (i) **DEMISED PROPERTY** shall mean **ALL THAT** the divided and demarcated portion of the said **Entire Property** containing by estimation 54.85 cottahs of land (be the same a little more or less) inclusive of a portion of the land area measuring about 521.13 square meters falling under proposed Road Alignment Scheme of Kolkata Improvement Trust of Kolkata Improvement Trust (more fully and particularly mentioned and described in the **Part – II** of the **SCHEDULE A** hereinabove written) whereupon the Multi-storied Building is intended to be erected
- (j) **DEVELOPMENT AGREEMENT:** shall mean the Development Agreement dated 6th day of May, 2011 between the Landowner and the Promoter as furtherance by the parties therein vide a further Agreement dated 18th day of February, 2019 registered with the office of the Additional District Sub-Registrar at Sealdah and recorded as Being No. I-00693 for the year 2019;
- (k) **ENTIRE PROPERTY** shall mean **ALL THAT** piece and parcel of land containing by admeasurement 119.45 cottahs (more or less) inclusive of a portion of the land area measuring about 521.13 square meters falling under proposed Road Alignment Scheme of Kolkata Improvement Trust together with the structures constructed thereon situate lying at and being Municipal Premises No.

156B Manicktala Main Road, Kolkata (more fully and particularly mentioned and described in the **Part – I** of the **FIRST SCHEDULE** hereinabove written);

- (l) **FACILITY MANAGER:** shall mean such person or entity as may be appointed by the Promoter or the Association for undertaking maintenance of the Common Areas, Amenities and Installations;
- (m) **GENERAL COMMON AMENITIES:** shall mean the general installations and facilities in the Entire Property and expressed or intended for use and enjoyment by the transferees/ occupants of both of the Buildings (the Trust Building and also the Multi-storied Building) in common with each other, but shall not include any area installation or facility reserved exclusively for either the Trust Building or the Multi-storied Building;
- (n) **PARKING SPACES:** shall mean the spaces (open/covered/multi-level mechanical) in the ground /basement floor of the Multi-storied Building upon the Demised Property capable of parking of motor cars or vehicles therein or thereat as may be granted to respective allottees;
- (o) **PROPORTIONATE** or **PROPORTIONATELY:** according to the context shall mean the proportion of the carpet area of the Apartment(s) to the total carpet area of all the units/apartments in the Project;
- (p) **PLAN:** shall mean the plan bearing Building Permit No. 2012030111 dated 26th March 2013 sanctioned by the KMC and revalidated with effect from 14-09-2018 and for which sanction of additional floors has been sought for by the Promoter and includes its permissible modification/revalidation/renewal/variation/ alteration;
- (q) **PROJECT:** shall mean the project of construction of a multi-storied building consisting of various apartments/ saleable spaces upon the Demised Property;
- (r) **REMAINING PROPERTY** shall mean **ALL THAT** the divided and demarcated remaining portion of the said Entire Property containing by estimation 64.60 cottahs of land (more or less) (more fully and particularly mentioned and described in the **Part – III** of the **SCHEDULE A** hereinabove written) whereupon the Trust Building is being erected;
- (s) **ROOF:** shall mean and include the ultimate roof of the Multi-storied Building upon the Demised Property;
- (t) **APARTMENTS/UNITS:** shall mean various saleable spaces / constructed areas in the Project, be it flats, apartments, shops, offices, showrooms, utility rooms etc., capable of being independently and exclusively held used occupied and enjoyed by any person and shall include the attached terraces, exclusive gardens or private lawns, if any attached to any unit/apartment together with the attributes thereto;
- (u) **NOTICE FOR POSSESSION:** shall mean the letter to be issued by the Promoter to the Allottee requiring and intimating the Allottee to take possession of the Apartment.
- (v) **TITLE DOCUMENTS:** shall mean and include various documents of title of the Landowner in respect of the Entire Property by virtue and in pursuance of which the Landowner is entitled to the Demised Property;
- (w) **ALLOTTEES:** shall mean all the prospective or actual buyers, who for the time being have agreed to purchase any unit/apartment in the said Project and for all unsold apartments, the Landowner and the Promoter herein for their respective allocations;
- (x) **APARTMENT:** shall mean and include the Apartment more fully described in the **SCHEDULE B** hereinabove written;

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please Affix
photograph and
sign across the

Photograph

(2) Signature _____

Name _____

Address _____

Please Affix
photograph and
sign across the

Photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____
Name _____
Address _____

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

Signature _____
Name _____
Address _____

Please Affix
photograph and
sign across the

Photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Landowner:

Signature (Constituted Attorney) _____

Name _____

Address _____

Please affix
photograph and
sign across

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

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