

## AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) made at [•] on this the [•] day of [•], 2018 amongst

**PRIMARC BURDWAN PROJECTS LLP** (formerly Primarc MCK Burdwan Projects LLP), a limited liability partnership firm formed under the Limited Liability Partnership Act, 2008, having its registered office at 6A, Elgin Road, 2<sup>nd</sup> floor, Post Office – Lala Lajpat Rai Sarani, Police Station – Bhowanipore, Kolkata – 700 020, having PAN AAPFP0208E, being represented by its constituted attorney **Primarc Projects Private Limited** a company incorporated under the Companies Act, 1956 & 2013 with CIN U74140WB2006PTC107474, having its registered office at 6A, Elgin Road, 2<sup>nd</sup> floor, Post Office – Lala Lajpat Rai Sarani, Police Station – Bhowanipore, Kolkata – 700 020, having PAN. AADCP8058P, duly represented by its authorised signatory **Mr.** \_\_\_\_\_, having PAN \_\_\_\_\_ son of Mr. \_\_\_\_\_, by faith – Hindu, by occupation – Private Service, by nationality – Indian, of \_\_\_\_\_, 2018 (hereinafter referred to as the “**Owner**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its present partners and the partners inducted from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

**AND**

**PRIMARC PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 & 2013 with CIN U74140WB2006PTC107474, having its registered office at 6A, Elgin Road, 2<sup>nd</sup> floor, Post Office – Lala Lajpat Rai Sarani, Police Station – Bhowanipore, Kolkata – 700 020, having PAN AADCP8058P, represented by its authorised signatory **Mr.** \_\_\_\_\_, having PAN \_\_\_\_\_ son of Mr. \_\_\_\_\_, by faith – Hindu, by occupation – Private Service, by nationality – Indian, of \_\_\_\_\_, 2018 (hereinafter referred to as the “**Promoter**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **SECOND PART**;

**AND**

**MR./MS. [•]** (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], \*through his/her duly constituted power of attorney holder/guardian [•]

**AND**

**\*\*MR./MS. [•]** (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], \*through his/her duly constituted power of attorney holder/guardian [•] (hereinafter singly/ jointly referred to as the “**Allottee**”, which expression shall, unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.<sup>1</sup>

(\*strike off if not applicable)

(\*\*to be filled up in case of joint allottees)

**OR**

\_\_\_\_\_

[•], a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013]\*, with its registered office at [•] and having PAN No. [•] and CIN No. [•], represented herein by Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], by nationality - Indian, aged [•] years, having PAN No. [•], duly authorised *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 successors-in-interest and permitted assigns) of the **THIRD PART**.

(\* *strike off the description which is not applicable*)

**OR**

[•], a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]\*, having its principal place of business at [•] and having PAN No. [•], represented herein by its authorised partner Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], Indian, aged [•] years, having PAN No. [•], duly authorised *vide* 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 the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

(\* *strike off the description which is not applicable*)

**OR**

**MR. [•]** (Aadhar No. [•]), son of Mr. [•], Indian, aged [•] years, having PAN No. [•], for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business/ residence at [•] and having PAN No. [•] (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Owner, Promoter and the Allottee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

#### **WHEREAS:**

- I. By several registered deeds of conveyance being Deed No. 7032 of 2011, Deed No. 3511 of 2011 and Deed No. 8266 of 2011, Ullahas Nandini Udyog Private Limited (formerly known as Ullahas Hotel Nandini Private Limited) (hereinafter referred to as “**UNUPL**”) acquired all that piece and parcel of land measuring an area of about 60,576.50 (sixty thousand five hundred and seventy six decimal five zero) square feet equivalent to 139.06 (one hundred and thirty nine decimal zero six) decimals, comprised in L.R. Dag Nos. 1804, 1805 and 1806, under Mouza – Ichhlabad, J.L. No. 75, within the local limit of Ward No. 12 of Burdwan Municipality, Police Station – Burdwan, District – Burdwan, West Bengal (hereinafter referred to as the “**Said Land**” and more fully and particularly described in the **First Schedule** written hereunder and delineated and demarcated in Annexure – A hereto);
- II. By a deed of conveyance dated November 27, 2014 made by UNUPL (therein referred to as the vendor) and the Primarc MCK Burdwan Projects LLP (therein referred to as the purchaser), registered at the office of the D.S.R.- II, Burdwan and recorded in Book No. I, CD Volume No. 17, Pages 199 to 236, being Deed No. 5587 for the year 2014, the vendor therein sold,

conveyed, transferred, granted, assured and assigned the Said Land unto and in favour of the Primarc MCK Burdwan Projects LLP, free from all encumbrances, for the consideration therein mentioned, absolutely and forever. Thereafter the Primarc MCK Burdwan Projects LLP changed its name to **PRIMARC BURDWAN PROJECTS LLP** dated 06.03.2018;

- III. Thus, the Owner, being seized and possessed of the Said Land, entered into a development agreement dated April 5, 2018 with the Promoter for development of the same, which agreement was registered with the ARA III in Book No. I, CD Volume No. 1903-2018, Pages 36090 to 36136, being No. 190300790 for the year 2018 (the “**Development Agreement**”);
- IV. In furtherance of the said Development Agreement, the Owner has executed a power of attorney dated May 3, 2018 and registered in the office of ARA III in Book No. IV, CD Volume No. 1903-2018, Pages 79032 to 79066, being No. 190302657 for the year 2018, in favour of the Promoter, enabling it to exercise the development rights granted to the Promoter under the said Development Agreement;
- V. The Said Land has been earmarked for the purpose of building therein a residential project, comprising three (3) G+ 12 storeyed apartment buildings and the said project shall be known as “**AKRITI**” (hereinafter referred to as the “**Project**”);
- VI. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ and the Registration No. \_\_\_\_\_.
- VII. 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 Land, on which the Project is to be constructed, have been completed;
- VIII. The Burdwan Municipality has granted the sanction plan to the Promoter to develop the Project *vide* approval dated July 17, 2018 bearing Registration No. 704;
- IX. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Apartment (*as hereinafter defined*) from the Burdwan Municipality. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other Applicable Laws;
- X. The Allottee had applied for an apartment in the Project *vide* application No. [•] dated [•] and has been allotted [•] bedroom hall kitchen (BHK) alongwith study if applicable apartment bearing no. [•] having Carpet Area of [•] square feet, type [•], on [•] floor in block no. [•] (“**Building**”), along with [covered/open/multi-level/two-wheeler] garage/parking No. [•] admeasuring approximately [•] square feet, and along with balcony admeasuring approximately [•] square feet, and along with terrace admeasuring approximately [•] square feet, as permissible under Applicable Law and a *pro rata* share in the Common Areas (hereinafter collectively referred to as the “**Apartment**” and as more fully and particularly described in the **Second Schedule** written hereunder, with the floor plan of the apartment annexed hereto as Annexure – B);

- XI. On or before execution of this Agreement, the Allottee has examined or caused to be examined the following and the Allottee has fully satisfied himself/itself as to:
- (a) the floor plan, area and other dimensions and specifications of the Apartment;
  - (b) the layout plan and sanctioned plan of the Project and the Building;
  - (c) the workmanship and materials used in construction of the Project;
  - (d) the amenities, facilities and Common Areas of the Project; and
  - (e) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement is being executed with regard to the Apartment;
- XII. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein;
- XIII. 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;
- XIV. 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; and
- XV. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in Paragraph IX above.

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

1. **DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

1.1 **Definitions**

In addition to terms separately defined in this Agreement the following terms, words and expressions shall, unless the context otherwise requires, have the respective meanings assigned to them herein:

**“Act”** shall mean the West Bengal Housing Industry Regulation Act, 2017;

**“Agreement”** shall mean this agreement for sale including any schedules and annexures attached hereto or incorporated herein by reference;

**“Apartment”** shall have the meaning ascribed to such term in Paragraph IX above and which is more fully and particularly described in the **Second Schedule** written hereunder and delineated and demarcated in Annexure – B hereto;

**“Applicable Laws”** shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority,

tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Project;

“**Association**” shall have the meaning ascribed to such term in Clause 10.1.1 of this Agreement;

“**Booking Amount**” shall have the meaning ascribed to such term in Clause 3.5 of this Agreement;

“**Building**” shall have the meaning ascribed to such term in Paragraph IX above;

“**Carpet Area**” shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;

“**Claim**” shall have the meaning ascribed to such term in Clause 15 of this Agreement;

“**Club**” shall have the meaning ascribed to such term in Clause 11.1 of this Agreement;

“**Co-Buyers**” or “**Co-Occupiers**” shall mean person or persons, who has/have purchased and/or is owning or occupying a residential or a commercial unit, as the case may be, in the Project;

“**Common Areas**” shall mean the common areas (as defined under Applicable Laws) of the Project, which are more fully and particularly described in the **Third Schedule** hereunder written;

“**Common Charges and Expenses**” shall mean the costs, expenses and charges related to maintenance, management, upkeep of the Common Areas, including but not limited to the charges and expenses listed out in the **Fourth Schedule** written hereunder and which would have to be shared proportionately between the Co-Buyers/Co-Occupiers of the Project;

“**Sinking Fund**” shall have the meaning ascribed to such term in Clause 10.1.5 of this Agreement;

“**Development Agreement**” shall have the meaning ascribed to such term in Paragraph III above;

“**FEMA**” shall mean the Foreign Exchange Management Act, 1999;

“**Force Majeure**” shall have the meaning ascribed to such term in Clause 6.1.1 of this Agreement;

“**Handover Date**” shall have the meaning ascribed to such term in Clause 10.1.4 of this Agreement;

“**Outgoings**” shall have the meaning ascribed to such term in Clause 13.1.6 of this Agreement;

“**Payment Plan**” shall have the meaning ascribed to such term in Clause 3.4 of this Agreement;

“**Possession Date**” shall have the meaning ascribed to such term in Clause 6.1 of this Agreement;

“**Project**” shall have the meaning ascribed to such term in Paragraph V above;

“**Rules**” shall mean the West Bengal Housing Industry Regulation Rules, 2018;

“**Said Land**” shall have the meaning ascribed to such term in Paragraph I above and which is more fully and particularly described in the **First Schedule** written hereunder and delineated and demarcated in Annexure – A hereto;

“**Schedule**” shall mean a schedule of this Agreement;

“**Total Price**” shall have the meaning ascribed to such term in Clause 3.1 of this Agreement;

“**Unit(s)**” shall mean individual saleable/transferable unit capable of separate independent use and occupation and which are part of the Project constructed and developed on the Said Land;

“**UNUPL**” shall have the meaning ascribed to such term in Paragraph I above.

## 1.2 **Principles of Interpretation**

In this Agreement, unless the context otherwise requires:

- 1.2.1 headings are not to be considered as part of this Agreement and they have been solely inserted for convenience and reference purposes and shall not affect the construction/interpretation of this Agreement;
- 1.2.2 words importing the singular include the plural and *vice versa*, and words importing a gender include each of the masculine, feminine and neutral gender;
- 1.2.3 reference to any enactment, whether general or specific, shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, permissions or directions at any time issued under it;
- 1.2.4 in the event of any inconsistency between the clauses of this Agreement and the schedules hereto, the clauses of this Agreement shall prevail;
- 1.2.5 a reference to any agreement or document, is a reference to that agreement or document and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, renewed or extended, from time to time, in accordance with the terms thereof;
- 1.2.6 the word “*person*” shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organization or other similar organization or any other entity and wherever relevant shall include their respective

successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being; and

1.2.7 the term “or” shall not be exclusive, the terms “herein”, “hereof”, “hereto” and “hereunder” and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear and the terms “including” and “include” shall be construed without limitation.

## 2. SALE OF APARTMENT

2.1 In consideration hereinafter appearing and subject to the terms, conditions and covenants as set forth herein, the Owner and the Promoter hereby agree to sell to the Allottee and the Allottee has agreed to purchase from the Owner and the Promoter the Apartment as specified in Paragraph IX hereinabove, subject to the payment in perpetuity of the proportionate share of the Common Charges and Expenses including but not limited to the common charges and expenses mentioned in the **Fourth Schedule**, and all other Outgoings now chargeable upon or which become payable hereafter, in respect of or in connection with the said Apartment wholly and the Common Areas proportionately, to the Promoter or the Association, as the case may be.

## 3. PRICE

3.1 The Total Price for the Apartment based on the Carpet Area is INR [•] (Indian Rupees [•] only) (“**Total Price**”).

3.2 The Total Price has been arrived at in the following manner:

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	<b>Unit Price:</b> a) Cost of Unit b) Cost of exclusive balcony or verandah areas c) Cost of exclusive Terrace areas d) Proportionate cost of Common Areas with external wall thickness etc.	[Please specify square feet rate]	[Please specify total]
	e) Garage/Covered/Open Parking / MLCP/ two wheeler		
	Sub-Total		
B.	<b>Other Charges:</b> (a) Proportionate share of costs, charges and expenses of Generator Rs. 20,000/- per KVA (1 KVA For 2BHK & 1.25 KVA for 2BHK + Study and 3 BHK) (b) Proportionate share of installation of Transformer and electricity charges	(a) _____  (b) _____	

	<p>calculated @ Rs 75/- per sq. ft.</p> <p>(c) Contribution for becoming Member of the Association.</p> <p>(d) Legal/documentation Charges per Apartment. This shall include documentation charges and exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals.</p> <p>(e) Club Charges per Apartment.</p> <p>(f) Interest Free advance common area maintenance charges for 12 months @ Rs. 55/- per Sqft of Unit Carpet area to be paid as per notice of possession.*</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Sub-Total</p>	<p>(c) Rs.3,000/- (Rupees Three thousand) only</p> <p>(d) Rs 15,000/- (Rupees fifteen thousand) only</p> <p>(e) Rs 25,000/- (Rupees twenty five thousand) only</p> <p>(f) _____</p> <p style="text-align: center;">_____</p>
C	Total GST	_____
	<b>Total Price (A + B+C)</b>	_____

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

- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Apartment mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actuals; and
- (e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required.
- (f) Interest Free Sinking Fund @ Rs 55/- per sq. ft. of Unit Carpet area amounting to Rs \_\_\_\_\_.

Note:

1. ***\* Interest Free advance common area maintenance charges has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.***
2. ***The above-mentioned Advance common area maintenance and Sinking Fund shall be taken by the Promoter in the name of the interim body/Association and on its behalf.***

**Explanation:**

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of goods and service tax and cess or any other similar taxes which may be levied, in connection with the construction of the Project, payable by the Promoter, by whatever name called) up



to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association, as the case may be, after obtaining the completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project, as per registration with the competent authority, which shall include the extension of registration, if any, granted to the said Project by the competent authority, as per the Act (if applicable), the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make the payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
  - (iv) The Total Price of the Apartment includes recovery of price of land, construction of not only the Apartment, but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as specified in Clause 9.1.2), etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 3.3 Save as provided in this Agreement, the Total Price is escalation-free, except escalations/increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs or levies imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf 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 competent authority, which shall include the extension of registration, if any, granted to the said Project by the competent authority, as per the Act (if applicable), the same shall not be charged from the Allottee.
- 3.4 The Allottee shall make the payment as per the payment plan set out in the **Sixth Schedule** hereunder written ("**Payment Plan**").
- 3.5 The Allottee has paid a sum of INR [•] (Indian Rupees [•]) as the booking amount (including GST) ("**Booking Amount**") being part payment towards the Total Price of the Apartment at the time of application, the receipt of which is acknowledged by the Promoter in the memo of consideration hereunder written. The Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan, as may be demanded by the Promoter within the time and in the manner specified therein. In the event that, the Allottee delays in

making payment towards any amount which is payable hereunder, he/she/it shall be liable to pay interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules. Provided that, if any amounts, charges, fees or taxes required to be paid by the Allottee in relation to the Apartment remain unpaid on the due date for such payment, such amounts, fees, charges and/or taxes shall be treated as unpaid purchase price of the Apartment and the Promoter shall be entitled to take action for the recovery of such amounts, fees, charges and taxes.

- 3.6 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her/its name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her/its payments in any manner.
- 3.7 Subject to the terms of the Agreement, the Allottee shall make all payments and the Promoter abiding by the construction milestones, on written demand/email by the Promoter, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of '**Primarc Projects Pvt. Ltd.**' payable at Kolkata or in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of INR 500/- (Indian Rupees Five hundred) plus applicable taxes, for every such dishonour.
- 3.8 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in FEMA, the Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s)/ 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 fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA 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/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.9 The Promoter accepts no responsibility with regard to matters specified in Clause 3.8 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.
- 3.10 The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the said Apartment in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only. Further, the Allottee shall continue to remain responsible for its obligations under the Agreement, including but not limited to its payment obligations, despite of a third party making payment/ remittances on behalf of the Allottee.

#### 4. **TIME IS ESSENCE**

- 4.1 Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project, as provided in this Agreement and towards handing over the Apartment to the Allottee and the Common Areas to the Association, as the case may be. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him/her/it and meet the other obligations under the Agreement as provided in the Payment Plan.

#### 5. **CONSTRUCTION OF THE APARTMENT**

- 5.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan annexed to this Agreement and the specifications, amenities and facilities as described in the **Seventh Schedule**, 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, floor area ratio and density norms and provisions prescribed by Applicable Laws in the State of West Bengal, and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

- 5.2 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 the **Seventh Schedule** hereunder written (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 or as may be required by competent authorities or due to change in law.

- 5.3 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building has been completed and the completion certificate has been 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 the Allottee within 45 (forty five) days with annual interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, from the date when such an excess amount was paid by the Allottee, after deduction of such other tax/levy as may be applicable. If there is any increase in the Carpet Area, which is not more than 3% (three percent) of the Carpet Area of the Apartment, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the **Sixth Schedule** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as specified in the Payment Plan.
- 5.4 It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage/ parking shall be treated as a single indivisible unit for all purposes. It is agreed that

the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

- 5.5 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.
- 5.6 The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter is in compliance of various laws/regulations as applicable in the State of West Bengal.

## 6. POSSESSION

### 6.1 Possession Date

6.1.1 The Promoter assures to hand over possession of the Apartment to the Allottee, along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on June, 2022 ,unless (a) there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project ("**Force Majeure**") or (b) such handover of possession is delayed on account of any notice, order, rule, notification of the government and/or other public or competent authority/ court. Except for occurrence of the events specified in (a) or (b) above, if the Promoter fails to complete or is unable to give possession of the Apartment to the Allottee on the date specified in this Clause 6.1.1, then the Promoter shall be in default under Clause **Error! Reference source not found.** below and the consequences stated therein shall ensue.

6.1.2 If the completion of the Project is delayed due to either (a) or (b) as provided in Clause 6.1.1 above, then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment, provided that such 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 either (a) or (b) above, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty five) days from the date of termination without any interest or compensation and after deduction of such other tax/levy as may be applicable at such time. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she/ it 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.

### 6.2 Procedure for Taking Possession

6.2.1 The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, (Possession Notice) to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. Provided That, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the common area maintenance (CAM) charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the said Project. The Promoter shall hand over copy of the occupancy certificate to the Allottee at the time of conveyance of the said Apartment.

### 6.3 **Failure of Allottee to take possession of Apartment**

6.3.1 Upon receiving a written intimation from the Promoter as per para 6.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 6.2 in the Possession Notice such Allottee shall be liable to pay maintenance charges as specified in para 6.2 from such date as notified in the Possession Notice. **(Deemed Possession)**

### 6.4 **Possession by the Allottee**

6.4.1 The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, (Possession Notice) to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the monthly maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the said Phase of the Project. The Promoter shall hand over copy of the occupancy certificate to the Allottee at the time of conveyance of the said Apartment.

6.4.2 It is further clarified that physical possession of the Apartment shall be withheld till all dues are cleared by the Allottee in respect of the Apartment, at the cost of the Allottee.

6.4.3 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage,

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

## 6.5 **Cancellation by Allottee**

- 6.5.1 The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Project as provided in the Act. Provided that, where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount, along with the interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.
- 6.5.2 Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

## 6.6 **Compensation**

- 6.6.1 The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, 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 6.1; 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 in respect of the Apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules within 45 (forty-five) days of it becoming due. Provided That where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as 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 45 (forty-five) days of it becoming due.

**7. CONVEYANCE**

- 7.1 The Promoter and the Owner, on receipt of Total Price of the Apartment, together with interest (if any) and all other dues and deposits etc., from the Allottee, shall execute a conveyance deed and convey the title of the Apartment to the Allottee, within three (3) months from the date of issue of the completion certificate. The Allottee will be required to pay the entire stamp duty, registration charges and other taxes and charges as may be levied by the government or other authority from time to time and as applicable at the time of registration, as well as other related charges, as may be determined by the Promoter, in addition to all prior deposits /payments made by the Allottee(s). Such amount shall be deposited by the Allottee(s) within the period to be specified by the Promoter. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses, etc. so demanded within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

**8. Defect Liability**

- 8.1 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 this Agreement relating to such development, is brought to the notice of the Promoter by the Allottee within a period of five (5) years from the date of handing over possession of the Apartment, the Promoter shall be responsible to rectify such defects without further charge, within 30 (thirty) days and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under Applicable Laws for the time being in force. Provided that, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee or any authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter. Provided further that, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.
- 8.2 The Promoter shall not be liable to rectify any defect occurring under the following circumstances:
- 8.2.1 If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

- 8.2.2 If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of the Apartment unto the Allottee, the Promoter will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- 8.2.3 If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- 8.2.4 If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defects like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be the responsibility of the Promoter;
- 8.2.5 Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get the same rectified at its own cost;
- 8.2.6 If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained;
- 8.2.7 Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof; and/or
- 8.2.8 If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- 8.3 Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of the 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 in Clause 8.1 hereinabove.

## 9. INTERIM MAINTENANCE PERIOD

During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall through



itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.

- 9.1.1 The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis ,if any.
- 9.1.2 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 upon the issuance of the completion certificate of the Project as provided in this Agreement. The cost of such maintenance has been included in the Total Price of the Apartment.
- 9.1.3 The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC’s etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- 9.1.4 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.
- 9.1.5 After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

## **10. FORMATION OF ASSOCIATION**

- 10.1.1 The Promoter shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (“Association”), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- 10.1.2 Each Unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Unit. Further, in the event a Unit is owned by more than one (1) person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.
- 10.1.3 The Promoter shall through itself and/or its maintenance body be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association upon the issuance of the completion certificate of the Project as provided in this Agreement.
- 10.1.4 Upon formation of the Association, the Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall inter alia become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/obtained/ entered into by the Promoter and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Owner and the Promoter fully safe, harmless and indemnified in respect thereof.
- 10.1.5 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be pooled into a Sinking Fund ("Sinking Fund"). The Allottee further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Buyers of the Project to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the several Co-Buyers of the Project inter alia as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.
- 10.1.6 The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards the Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on

account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

- 10.1.7 The Promoter and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- 10.1.8 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- 10.1.9 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project.
- 10.1.10 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- 10.1.11 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

## **11. CLUB FACILITIES**

- 11.1 The Allottee shall be entitled to the facilities of a club within the Project ("**Club**") along with the Co-Buyers and/or Co-Occupiers of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.
- 11.2 It is expressly made clear that the membership of the Allottee to the Club shall be transferred upon the Allottee transferring the Apartment in favour of a third party. The Club membership can only be used by the Allottee and his /her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent

transferee, tenant, lessee or licensee of the Apartment to be entitled to use the facilities of the Club on the basis of being in possession of the Apartment alone.

- 11.3 The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.
- 11.4 On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or the Association, as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/its unfettered consent to the same.
- 11.5 If the Allottee bring guests to use the Club facilities, the Allottee will be required to pay guest charges in accordance with the rules and regulations of the Club.
- 11.6 The Allottee hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association.
- 11.7 Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including additional members).

## **12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

- 12.1 The Promoter hereby represents and warrants to the Allottee as follows:
  - 12.1.1 the Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and has the absolute, actual, physical and legal possession of the Said Land for the Project;
  - 12.1.2 the Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
  - 12.1.3 there are no encumbrances upon the Said Land or the Project;
  - 12.1.4 there are no litigations pending before any court of law or competent authority with respect to the Said Land, Project or the Apartment;
  - 12.1.5 all approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall,

at all times, remain in compliance with all Applicable Laws in relation to the Project, Said Land, Building, Apartment and Common Areas;

- 12.1.6 the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 12.1.7 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 the Allottee under this Agreement;
- 12.1.8 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;
- 12.1.9 at the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association;
- 12.1.10 the Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- 12.1.11 the Promoter has duly paid and shall continue to pay and discharge all undisputed 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, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association, respectively; and
- 12.1.12 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 Land) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.
- 12.1.13 it is also made known to the Allottee that the Promoter has taken or intends to take a loan from bank(s)/financial institution(s) against security of the Said Land and the construction having already been made and/or being made. The Promoter shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertake that the Promoter shall cause the said bank(s)/financial institution(s) to release the Apartment from the mortgage created by the Promoter on or before the Promoter executing the deed of conveyance of the Apartment in favour of the Allottee and the Allottee will get the title of the Apartment free from all encumbrances

12.2 The Promoter's representations and warranties are qualified and limited by any information:

- 12.2.1 disclosed to the Allottee by the Promoter or its representatives; and/or
  - 12.2.2 which is otherwise within the knowledge of the Allottee.
- 12.3 Subject to any Applicable Laws to the contrary and except as provided in Clause 12.2 above, all terms, conditions, representations, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise, are excluded, and the Promoter disclaims all liability in relation to them, to the maximum extent permitted by Applicable Law.

**13. COVENANTS & RIGHTS OF THE ALLOTTEE**

- 13.1 The Allottee, with the intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants and agrees with the Owner and the Promoter as follows:
- 13.1.1 that the Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein, including but not limited to those mentioned in the **Fifth Schedule** hereunder written;
  - 13.1.2 that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
  - 13.1.3 that, on and from the Possession Date, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promoter or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter or the Association, as the case may be, failing which the Promoter or the Association, as the case may be, shall be entitled to take such action as it may deem fit;
  - 13.1.4 that the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be decided by the Promoter or the Association, as the case be, from time to time in this regard;
  - 13.1.5 that the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promoter or the Association, as the case maybe, and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoter or the Association, as the case maybe, from time to time;
  - 13.1.6 that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "**Outgoings**") related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment to the Promoter or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable

to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;

- 13.1.7 that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Owner and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 13.1.8 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter or the Association;
- 13.1.9 that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-Buyers in the Project, the same shall be in the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project;
- 13.1.10 that the Allottee shall grant and shall ensure that the Association shall grant to the Promoter, the Owner and the Co-Buyers and/or Co-Occupiers of the Project and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- 13.1.11 that the Allottee shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;
- 13.1.12 that the Allottee agrees that the Promoter and the Association, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project, and the Allottee agrees to permit the Promoter and the Association 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;
- 13.1.13 that the Allottee hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Apartment and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment; and/or (3) the common lobby; and the Allottee shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also the Allottee shall not change or caused to be changed the outdoor units of AC other than specified locations.
- 13.1.14 that the Allottee hereby accepts not to alter, modify or in any manner change the structure or any civil construction in the Apartment and the Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof;

- 13.1.15 that the Allottee hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances;
- 13.1.16 that the Allottee hereby also accepts not install any collapsible gate outside the main door / entrance of the Apartment and also not to install any grill on the balcony or verandah;
- 13.1.17 that the Allottee hereby also accepts not to change/alter/modify the name of the Building from that mentioned in this Agreement; and
- 13.1.18 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.
- 13.1.19 That the Allottee hereby agrees, confirms and declares that the Allottee accepts the infrastructure provision of one Air Conditioner in each Bed Room and Living/ Dining inside the Flat ( Infrastructure Provision for Air Conditioning is specified morefully in the Specification as mentioned in Part One of Seventh Schedule) and further agrees not to install A/C in any other Place other than the provided designated area.
- 13.2 The Parties hereby expressly agree that this Agreement is being executed by the Owner and the Promoter on the understanding that the aforementioned covenants shall be strictly adhered to and performed by the Allottee. The Allottee further agrees, confirms, declares and undertakes that considering the size and scale of the Project, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and rights of all the Co-Buyers and/or Co-Occupiers of the Project.
- 13.3 Subject to the provisions of Clauses 13.1 and 13.2, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- 13.3.1 the Allottee shall have exclusive ownership of the Apartment;
- 13.3.2 the Allottee shall also have undivided proportionate share in the Common Areas. Since the share /interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Co-Buyers and/or Co-Occupiers of the Project, 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 after duly obtaining the completion certificate from the competent authority as per Applicable Laws; and
- 13.3.3 the Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment.
- 14. EVENTS OF DEFAULTS AND CONSEQUENCES**



- 14.1 Subject to the provisions of this Agreement and subject to the Allottee making timely payments hereunder and save and except for the events specified in (a) and (b) of Clause 6.1.1 above, the Promoter shall be considered under a condition of default in the following events:
- 14.1.1 the Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 6.1.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the competent authority under the Act. For the purpose of this Clause, '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 completion certificate or the occupancy certificate, as the case may be, has been issued by the competent authority; or
  - 14.1.2 Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
- 14.2 In case of default by the Promoter under the conditions listed above, the Allottee shall be entitled to the following:
- 14.2.1 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 shall the Allottee be required to make the next payment without any interest; or
  - 14.2.2 the Allottee have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, within 45 (forty five) days of receiving the termination notice.
- Provided that, where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/it shall be paid, by the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty five) days of the same becoming due.
- 14.3 The Allottee shall be considered to be under a condition of default, in case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as Demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, on all unpaid amounts from the date the amount is payable by the Allottee.

- 14.4 Without prejudice to the right of the Promoter to charge interest in terms of Clause 14.3 above, in case the default by the Allottee under Clause 14.3 above continues for a period beyond two consecutive months after notice for rectification of default from the Promoter in this regard, the Promoter, at its own option, may terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated. Provided that, the Promoter shall intimate the Allottee about the Promoter's intention to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.
- 14.5 On and from the date of refund of the amount as mentioned in Clauses 14.2 and 14.4 above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.
- 14.6 For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

## 15. CLAIM

- 15.1 Without prejudice to any other provision of this Agreement, the Allottee hereby agrees to not make any claim for damage and/or compensations against the Owner and/or the Promoter and/or their respective nominees on account of the following:
- 15.1.1 that the Allottee will have to bear the inconvenience, noise, sound, disturbance etc., if any caused due to the construction of any other apartment of the Project; and/or
- 15.1.2 that the Promoter and/or the Owner intend to and may retain for themselves and may not sell to others, some or substantial number of Unit(s) or other spaces in the Project.

## 16. MORTGAGE OR CREATION OF CHARGE

- 16.1 After the Promoter executes this Agreement it 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.

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

The Allottee admits and accepts that after the Lock in period and before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

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

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

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

The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 (twelve) months from the date of booking.

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

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

(d) **Nomination Fees:**

The Allottee shall pay a sum calculated @ 2% of the **Unit price**, or the **Nomination Price** whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

18. **BINDING EFFECT**

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

this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, 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 and after deduction of such other tax/levy as may be applicable at such time.

**19. ENTIRE AGREEMENT**

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

**20. RIGHT TO AMEND**

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

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

21.1 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.

21.2 Prior to registration of the conveyance deed for the Apartment in accordance with Clause 7 above, no assignment, sublease or alienation of interest in the Apartment in full or in part, shall be permitted or recognized by the Promoter (other than in the event of death of the Allottee) except upon payment of a transfer fee @ 2% (two percent) of the Unit Price and parking if any or nomination price, whichever is higher (plus applicable taxes), as and by way of nomination charges to the Promoter, provided that the Allottee has cleared all his/her dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Apartment. The aforesaid transfer fee shall not be payable in case of transfer to the spouse or child or parents of the Allottee. It is further clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a transfer unless such joint allottee is the spouse or child or parent of the original Allottee. In the event that the Allottee is desirous of transferring the Apartment to the spouse or child or parents of the Allottee, such transfer shall be permitted or recognized by the Promoter, provided that the Allottee has cleared all his/her dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Apartment. Such transfer shall be on the execution of an agreement of sale by the transferee, the Promoter and the Owner, the costs for which shall be borne by the transferee.

**22. WAIVER NOT A LIMITATION TO ENFORCE**

22.1 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, 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.

22.2 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.

**23. SEVERABILITY**

23.1 If any provision of this Agreement shall be determined to be void or unenforceable under 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 the Act or the rules and regulations made thereunder or under Applicable Laws, 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.

**24. FURTHER ASSURANCES**

24.1 All Parties agree that they shall execute, acknowledge and deliver to the other Parties such instruments and take such other actions, in addition 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.

**25. PLACE OF EXECUTION**

25.1 The execution of this Agreement shall be complete only upon its execution by the Allottee, the Owner through its authorized signatory, the Promoter through its authorized signatory, at the Promoter’s office, or at some other place, which may be mutually agreed between the Parties. After the Agreement is duly executed by the Parties the said Agreement shall be registered at the office of the concerned Sub-Registrar as and when called upon by the Promoter.

**26. NOTICES**

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

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Address of Allottee)

**PRIMARC PROJECTS PRIVATE LIMITED**  
6A, Elgin Road, 2<sup>nd</sup> floor,  
Post Office Lala Lajpat Rai Sarani,

Police Station Bhowanipore,  
Kolkata – 700 020

**PRIMARC BURDWAN PROJECTS LLP**

6A, Elgin Road, 2<sup>nd</sup> floor,  
Post Office Lala Lajpat Rai Sarani,  
Police Station Bhowanipore,  
Kolkata – 700 020

- 26.2 It shall be the duty of each Party to inform the other Parties of any change in address subsequent to the execution of this Agreement by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by such Party.

**27. JOINT ALLOTTEES**

- 27.1 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 be considered to be as properly served on all the Allottees.

**28. STAMP DUTY & REGISTRATION**

- 28.1 The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

**29. GOVERNING LAW**

- 29.1 That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Laws for the time being in force and courts at Kolkata shall have jurisdiction for this Agreement.

**30. DISPUTE RESOLUTION**

- 30.1 All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

**31. SAVINGS**

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

**32. COUNTERPARTS**

32.1 This Agreement may be executed simultaneously in counterparts, each of which will be determined an original, but all of which will constitute one (1) and the same instrument.

## FIRST SCHEDULE

### SAID LAND

**ALL THAT** piece and parcel of land measuring an area of about 60,576.50 (sixty thousand five hundred and seventy six decimal five zero) square feet, equivalent to 139.06 (one hundred and thirty nine decimal zero six) decimals, i.e. 84 (eighty four) cottahs, two (2) chittacks and seven (7) square feet more or less, with land area admeasuring about 2592.5 (two thousand five hundred and ninety two decimal five) square feet, equivalent to 5.96275 (five decimal nine six two seven five) decimals and three (3) cottahs, i.e. nine (9) chittacks and 27.5 (twenty seven decimal five) square feet in L.R. Dag No. 1804, land area admeasuring about 1443 (one thousand four hundred and forty three) square feet, equivalent to 3.3 (three decimal three) decimals, i.e. two (2) cottahs in L.R. Dag No. 1805, and land area admeasuring about 56,541 (fifty six thousand five hundred and forty one) square feet, equivalent to 129.08 (one hundred and twenty nine decimal zero eight) decimals, i.e. 78 (seventy eight) cottahs, eight (8) chittacks and 20.88 (twenty decimal eight eight) square feet in L.R. Dag No. 1806, under Mouza – Ichhlabad, J.L. No. 75, comprised in R.S. Dag No. 608 under R.S. Khatian Nos. 1159, 1160 and 1161 corresponding to L.R. Dag No. 1805 under L.R. Khatian No. 8047, R.S. Dag No. 605 under R.S. Khatian No. 429 corresponding to L.R. Dag No. 1804 under L.R. Khatian No. 8047, and R.S. Dag No. 608/2441 under R.S. Khatian No. 1081 corresponding to L.R. Dag No. 1804 under L.R. Khatian No. 8047, under the jurisdiction of A.D.S.R. Burdwan, within the local limit of Ward No. 12 of Burdwan Municipality, Police Station – Burdwan, District - Burdwan, West Bengal.

Butted and Bounded as follows:

- North:** G.T. Road
- South:** R.S. Plot Nos. 601, 604 & 597
- East:** Plots under Mouza Kanainutshal
- West:** R.S. Plot Nos. 608 /2442 & 589



## SECOND SCHEDULE

### **APARTMENT**

**ALL THAT** Apartment No. [•] on [•] floor of the Building No. [•] having Carpet Area of [•] square feet, alongwith balcony admeasuring [•] square feet comprised of [•] Bedroom, [•] Kitchen, [•] Bathroom, living cum dining, [•] verandah, Exclusive Terrace Area [•] square feet if applicable along with study if applicable together a *pro rata* share in [•] of the Common Areas.

### **PARKING SPACE**

[[•] four-wheeler/ MLCP parking No. [•] admeasuring approximately [135 square feet.] or [•] two-wheeler admeasuring approximately [•] square feet.]

## **THIRD SCHEDULE**

### **COMMON AREAS**

- Community Hall/ Association Hall
- Swimming Pool & Deck
- Changing Rooms
- Gymnasium
- Indoor Games Room
- Lifts
- Common Staircases
- Ground Floor Lobbies
- All floor Common Lobbies & Corridors
- Common Toilet at Ground Floor
- Roof Area
- Fire Refuge Platforms
- All services Shafts & Ducts
- Kid's play Area
- Landscaped Garden
- Internal Driveway
- Sewerage treatment plant
- All Underground Tanks & Pits
- Pump Room
- Open to sky DG space
- Room for common services & facilities like Meter/Electrical Room, Society Room, Store etc.

**AND ALL OTHER** common areas, facilities, amenities and/or the portions of the Project, which will be earmarked/meant by the Promoter for beneficial common use and enjoyment of the Allottee/occupants of the buildings of the Project.

## FOURTH SCHEDULE

### COMMON CHARGES AND EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Promoter/Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Building as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair, clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any apartment) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the Building.
9. Cleaning as necessary of the areas forming parts of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the Project and providing such additional lighting apparatus as the Promoter/Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any apartment.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the apartment of any individual owner.

15. Generally managing and administering the development and protecting the amenities in the Building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the apartments.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the Building excepting those which are the responsibility of the owner/occupier of any apartment.
18. Insurance of fire-fighting appliances and other equipment for common use and maintenance renewal and insurance of the common equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance, AMC's (Annual Maintenance Contracts) and renewal of any other equipment and the provision of any other service which in the option of the Promoter/Association it is reasonable to provide.
21. The charges / fees of any professional company / agency appointed to carry out maintenance and supervision of the Project.
22. Any other expense for common purpose

## FIFTH SCHEDULE

### **TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR OCCUPIERS OF THE APARTMENT**

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whose hands the Apartment may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Allottee agrees and acknowledges that service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the service areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Association, as the case may be, for rendering maintenance services;
2. That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building and the Project and shall abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Project;
3. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and shall also abide by the Applicable Laws;
4. That the Allottee shall pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Apartment and/or family members, guests or servants of the Allottee or such other occupiers of the Apartment;
5. That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings 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 Building is not in any way damaged or jeopardized;
6. That the Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any

act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

7. That the Allottee shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
8. That the Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows, balconies or carry out any change in the exterior elevation or design;
9. That the Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;
10. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
11. That the Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, piers or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association;
12. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
13. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;
14. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
15. That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project;

16. That the Allottee shall carry out any repair or interior or any other works in the Apartment only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
17. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be;
18. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;
19. That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
20. That the Allottee shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions;
21. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
22. That the Allottee shall not install grills, the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
23. That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
24. That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;
25. That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project;
26. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
27. That the Allottee shall not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
28. That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two

wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;

29. That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;
30. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
31. That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;
32. That the Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
33. That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
34. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
35. That the Allottee shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
36. That the Allottee shall not install or keep or run any generator in the Apartment and the garage, if any;
37. That the Allottee shall not smoke in public places inside the Project which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
38. That the Allottee shall not pluck flowers or stems from the gardens or plants;
39. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project;
40. That the Allottee shall not trespass or allow to be trespassed over lawns and green plants within the Project;
41. That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
42. That the Allottee shall not use the elevators in case of fire;



43. That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
44. That the Allottee shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Association, as the case may be;
45. That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
46. That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
47. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
48. That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her/its own cost; and
49. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
50. The Allottee agrees that the Promoter shall, provide connectivity of cable, telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated two service providers to all the Flat/Units.

**SIXTH SCHEDULE**

**[PAYMENT PLAN]**

<b>Sl. No.</b>	<b>Stages of Payment</b>	<b>% of Payment</b>
1	Application amount	10% of Unit Price + GST (Rs 2 lakhs + GST to be submitted at the time of filling of application form as Initial Booking Amount. Balance within 15 days from the date of application form.)
2	On Agreement - within 30 days of Application/Booking	10% of Unit Price+ GST
3	On Completion of Piling	10% of Unit Price + GST
4	On Completion of Ground Floor Roof Casting	10% of Unit Price+ Club Charges + GST
5	On Completion of 2th Floor Roof Casting	10% of Unit Price+ GST
6	On Completion of 5th Floor Roof Casting	10% of Unit Price+ GST
7	On Completion of 8th Floor Roof Casting	10 % of Unit Price+ Transformer Charges & Electricity + Generator Charges + GST
8	On Completion of 10th Floor Roof Casting	5 % of Unit Price+ GST
9	On Completion of Roof Casting	5% of Unit Price+ Legal Charges+ Association Formation Charges+ GST
10	On Completion of Flooring of Unit	10% of Unit Price+ GST
11	On Notice for Possession	10 % of Unit Price+ Sinking fund + Advance CAM + GST

## **SEVENTH SCHEDULE**

### **PART ONE**

#### **SPECIFICATIONS**

##### **STRUCTURE:**

- Pile foundation and earthquake resistant RCC framed structure with AAC block work / fly ash brick work.

##### **FLOORING:**

- Bedrooms/ Living/ Dining Room – Vitrified Tiles
- Kitchen & toilets - Antiskid Ceramic Tiles
- Staircases –Concrete Finish
- Roof – Concrete Finish

##### **WALL FINISH:**

- Brick Work / Block work -AAC Blocks/Fly ash Brick
- Inner Walls – POP/ Gypsum finish
- Outer Walls – High Quality Weather proof Paint

##### **WINDOWS:**

- Aluminium openable/sliding glazed windows

##### **DOORS:**

- Seasoned hardwood door frame
- Flush doors with cylindrical lock
- Decorative Main door with night latch

##### **TOILET:**

- CP Fittings and Sanitary Fittings of Essco/ Somany/ Johnson/ Simpolo or Equivalent make
- Electrical points for geyser & exhaust fan
- Plumbing Provision for Hot & Cold water in shower area
- Wall dado of ceramic tiles up to door level

##### **KITCHEN:**

- Granite Counter Top with Stainless Steel Sink
- Wall dado of Ceramic Tiles up to two feet height above counter top
- Electrical points for refrigerator, water filter, microwave & Exhaust fan.

**ELECTRICAL:**

- Infrastructure provision\*\* for one Air Conditioner in each Bed Room and Living/ Dining inside the Flat.
- TV Power points in Master bedroom & living /dining
- Adequate electrical points in all bedrooms, living /dining rooms, kitchen and toilets.
- Washing machine point
- Modular switches of reputed make
- Intercom Facility

**DG BACK UP (AT EXTRA COST):**

- 1 KVA for 2 BHK
- 1.25 KVA for 2BHK & Study and 3BHK

**ELEVATORS:**

- Automatic Lifts for each Block of Kone/ Johnson or Equivalent make.

\*\*Infrastructure Provision for Air Conditioning includes -

- Electrical conduit at designated locations for the indoor units (no Electrical wire, no starter, no Plug point)
- Drainage points for Indoor Units
- AC Ledge (made of MS) for placing Out Door Units at designated locations.

It does not include electrical wires, Copper piping, Starter or Plug Points or the supply of air conditioners and/or other accessories in any way.

Detailed drawings & guidelines shall be issued which shall have to be followed and complied with during installation of air conditioners.

## **PART TWO**

### **AMENITIES AND FACILITIES**

- Landscaped Garden
- Kid's play area
- Gymnasium
- Swimming Pool
- AC Community Hall
- Indoor Games Room
- 24 Hours Water Supply
- 24 X7 CCTV Surveillance at Campus Entry and Exit, Ground floor Tower Lobbies & Parking areas
- Intercom facility
- Fire Fighting Equipment & Protection System
- Common Toilet on Ground Floor
- Sewerage treatment plant
- Water treatment plant

**IN WITNESS WHERE OF** parties hereinabove named have set the irrespctive hands and signed this Agreement for Sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

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**Authorized Signatory**  
**[As the Constituted Attorney of Owner]**

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**Authorized Signatory**  
**[Promoter]**

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**[Allottee]**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ANNEXURE – A**

**PLAN OF SAID LAND**



**ANNEXURE – B**

**PLAN OF APARTMENT**

**MEMO OF CONSIDERATION**

Received Rupees [REDACTED] (Rupees [REDACTED]) towards part of Unit Price for the sale of the Apartment as per the terms of this Agreement.

\_\_\_\_\_  
**Promoter**