

## DRAFT AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) made at [•] on this the [•] day of [•], 20 by and between

**SHRISTI INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED**, a company incorporated under the Companies Act, 1956 with CIN No. L65922WB1990PLC049541, having its registered office at Plot No. X-1, 2 &3, Block – EP, Sector – V, Salt Lake City, P.O. Sech Bhawan, P.S. Electronic Complex, Kolkata – 700 091, having PAN No. AABCP5074F, represented by **Mr. [•]** (Aadhar No. [•]), son of Mr. [•], by faith – [•], by occupation – [•], by nationality – [•], working for gain at [•], having personal PAN No. [•], as authorised signatory, duly authorised *vide* Resolution/Letter of Authority dated [•] (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 **ONE PART**;

**AND**

**MR./MS. [•]** (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by occupation – [•], 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 **OTHER PART**.  
(\**strike off if not applicable*)

**OR**

[•], a company incorporated under the provisions of the [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 **OTHER 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 **OTHER 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 **OTHER PART**.

The Promoter and the Allottee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- I. By an indenture of sale dated March 22, 2007, West Bengal Housing Infrastructure Development Corporation Limited sold, transferred and conveyed all that piece and parcel of land measuring about 32,374.60 (thirty two thousand three hundred and seventy four point six zero) square metres, be the same or little more or less, being Plot No. CBD/2 Action Area – II in Street No. M.A.R. within Mouza Jatragachi, in New Town, within Police Station New Town, in District 24 Parganas (North) under New Town Kolkata Development Authority (hereinafter referred to as the "**Entire Land**") in favour of the Promoter. The said indenture was registered in the office of the Additional District Sub-Registrar of Bidhannagar, Kolkata and recorded in its Book – I, Volume No. 107, Pages from 275 to 295, being Deed No. 1833 for the year 2007;
- II. The Promoter is developing a five star hotel complex on the Entire Land, comprising *inter alia* (a) a hotel cum commercial tower being Tower No. 1, (b) a Serviced Apartment tower being Tower No. 2 comprising of serviced apartments, and (c) a retail block (the "**Complex**");
- III. In pursuance thereof, by a deed of lease dated March 31, 2007, the Promoter leased out all that the divided and demarcated portion of land admeasuring 3.5 (three point five) acres, equivalent to 14,163.80 (fourteen thousand one hundred and sixty three point eight zero) square metres, out of the Entire Land in favour of Shristi Hotel Limited now known as Sarga Hotel Private Limited for the purpose of building and operating a hotel within the Complex. The said deed of lease was registered in the office of the Additional Registrar of Assurance – II, Kolkata and recorded in its Book – I, Volume No. I, Pages from 1 to 20, being Deed No. 04681 for the year 2007;
- IV. Subsequently, the Promoter demarcated a portion of the Entire Land admeasuring an area of about 1.18 (one point one eight) acres (equivalent to 4783.70 (four thousand seven hundred and eighty three point seven zero) square metres) (hereinafter referred to as the "**Said Land**" and more fully and particularly described in the **First Schedule** written hereunder and delineated and demarcated in red colour in plan annexed hereto as Annexure – A) for the purpose of building thereon a Serviced Apartment tower being Tower No. 2, with multi-storeyed building comprising premium Serviced Apartments, car parking spaces, common areas, amenities and facilities and the said project shall be known as "**The V**" (hereinafter referred to as the "**Project**");
- V. 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;
- VI. The Promoter has obtained the sanctioned building plans with construction permission from the West Bengal Housing Infrastructure Development Corporation (HIDCO) *vide* its letter dated October 24, 2008 bearing Memo No. 94/HIDCO/CE(EM)/Sr. GM(BP)-42BP/08-09 and has obtained the revised sanctioned building plans and approvals duly approved by

Newtown Kolkata Development Authority on 10/04/2017 for the Serviced Apartments. 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;

- VII. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on [•] under registration no. [•];
- VIII. The Allottee had applied for a Serviced Apartment in the Project *vide* application No. [•] dated [•] and has been allotted type [•], apartment no. [•] having Carpet Area of [•] square feet, exclusive balcony having an area of [•] square feet and exclusive terrace having an area of [•] square feet, on [•] floor in Tower No. 2 (“**Building**”), along with car parking space admeasuring approximately [•] square feet in [•] basement 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 delineated and demarcated in green colour in the plan annexed hereto as Annexure – B);
- IX. 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;
- and the Allottee has further agreed, represented and undertaken not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;
- X. 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;
- XI. 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;
- XII. 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
- XIII. 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 Recital VIII 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 Recital VIII of this Agreement 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 and the Complex;

**“Association”** shall have the meaning ascribed to such term in Clause 9.1 of this Agreement;

**“Booking Amount”** have the meaning ascribed to such term in Clause 3.6 of this Agreement;

**“Building”** shall have the meaning ascribed to such term in Recital VIII of this Agreement;

**“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 14.1 of this Agreement;

**“Club”** shall have the meaning ascribed to such term in Clause 10.1 of this Agreement;

**“Co-Buyers” or “Co-Occupiers”** shall mean person or persons, who has/have purchased and/or is owning or occupying a Serviced Apartment in the Project and shall include personnel of the Promoter or the Association or the Facility Management Company or any of their respective sub-contractors, who are residing or occupying a premises within 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 and provision of facilities and amenities in the Project, 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;

“**Complex**” shall have the meaning ascribed to such term in Recital II of this Agreement;

“**Corpus Deposit**” shall have the meaning ascribed to such term in Clause 9.5 of this Agreement;

“**Entire Land**” shall have the meaning ascribed to such term in Recital I of this Agreement;

“**Facility Management Company**” shall have the meaning ascribed to such term in Clause 9.8 of this Agreement;

“**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 9.4 of this Agreement;

“**Indemnified Parties**” shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

“**Indemnifying Party**” shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

“**Limited common areas and facilities**” means those common areas and facilities which may be designated as reserved for use of certain apartment / apartments to the exclusion of the other apartments;

“**Losses**” shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

“**Outgoings**” shall have the meaning ascribed to such term in Clause 12.1.7 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 6.2.2 of this Agreement;

“**Project**” shall have the meaning ascribed to such term in Recital IV of this Agreement;

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

“**Said Land**” shall have the meaning ascribed to such term in Recital IV of this Agreement 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;

“**Serviced Apartment**” shall mean an apartment owned and/or occupied by the purchaser or the occupier in the Project, where certain services are provided to the purchasers / occupiers on chargeable basis and is capable of separate independent use and occupation;

“**Super Built Up Area**” shall mean the built up area of the Unit together with the proportionate share in the common parts, portions and areas of the Project, as may be determined by the Promoter’s architect;

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

“**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.

## 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 Promoter hereby agrees to sell to the Allottee and the Allottee has agreed to purchase from the Promoter the Apartment as specified in Recital VIII 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 or the Facility Management Company, as the case may be.

## 3. TOTAL PRICE

3.1 The total price for the Apartment based on the Carpet Area is INR [•] (Indian Rupees [•] only) (“**Total Price**”). The Total Price has been arrived at in the following manner:

Sl. No.	Description	Rate per Sq. Ft.	Price
1.	Tower No. [•] Apartment No [•] Type [•] Floor [•] Apartment Carpet Area Exclusive Balcony Area Exclusive Terrace Area	[Insert rate of apartment per square feet]*	[Insert Price]
2.	Parking – 1 Parking – 2		[Insert price] [Insert price]
3.	Proportionate price of Common Areas (which includes Club development charges, transformer and sub-station charges, power backup and centralised air-conditioning installation charges).		[Insert price]
4.	Preferential Location Charge		
5.	Goods and Service Tax		
6.	Common Area Maintenance charges for 12 months		
<b>Total Price (in INR)</b>			[Insert total price]

### 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 Common Areas of 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, 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 9.3), etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

3.2 It is hereby clarified that stamp duty, registration fee and mutation charges shall not be included in the Total Price and the same shall be paid by the Allottee as per actuals. At the time of handover of possession of the Apartment, the Allottee shall pay to the Promoter a documentation charge/legal fee of 0.50 % (zero point five zero percent) calculated on the price of the apartment and car parking space.

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, 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 Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ [•]% ([•] percent) per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the Allottee by the Promoter unless agreed upon by the Allottee.
- 3.6 The Allottee has paid a sum of INR [•] (Indian Rupees [•]) as the booking amount (being 10% (ten percent) of the Total Price) ("**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 prescribed in Rule 18 of the Rules. Provided that, if any charges, fees or taxes required to be paid by the Allottee in relation to the Apartment remains unpaid on the due date for such payment, such fees, charges, 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 fees, charges and taxes.
- 3.7 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.
- 3.8 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand 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 '**Shristi Infrastructure Development Corporation Limited**' payable at Kolkata.
- 3.9 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.

3.10 The Promoter accepts no responsibility with regard to matters specified in Clause 3.9 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. It is hereby clarified that all refunds to allottees who are resident outside India, shall be made in Indian Rupees.

3.11 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 disclosed at the time of registration of the Project with the competent authority under the Act 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, subject to the simultaneous completion of construction by the Promoter 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 and the specifications, amenities and facilities, annexed to this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, 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 Allottee within 45 (forty five) days with annual interest at the rate prescribed in Rule 18 of 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 said 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 Clause 3.1 above.
- 5.4 It is made clear by the Promoter and the Allottee agrees that the Apartment along with [•] car parking space 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 comprised within the Complex and the Project 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 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 agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment to the Allottee, along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on [*insert date*], 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 13.1 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/circumstances 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, as the case may be, from the competent authority and upon receiving all payments from the Allottee as per this Agreement, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement, such possession to be taken by the Allottee within two (2) months from the date of issue of the occupancy certificate, as the case may be. 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.

6.2.2 The Allottee shall take possession of the Apartment within [●] ([●]) days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy (hereinafter referred to as the "**Possession Date**"). The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association, as the case may be after the issuance of the completion certificate for the Project, in accordance with the provisions of this Agreement. The Promoter shall also hand over a copy of the occupancy certificate of the Apartment, if any, to the Allottee at the time of conveyance of the same.

6.2.3 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.

6.2.4 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.

### **6.3 Failure of Allottee to take Possession**

6.3.1 Upon receiving a written intimation from the Promoter as per Clause 6.2 above and subject to all outstanding amounts being paid by the Allottee, 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 as may be required, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession on the Possession Date, the Allottee shall continue to be liable to pay the maintenance charges as specified in this Agreement and the rates and taxes that may be attributable to the said Apartment.

### **6.4 Cancellation by Allottee**

6.4.1 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 and the interest liabilities, 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.

6.4.2 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.

### **6.5 Compensation for defective title**

6.5.1 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.

## **7. CONVEYANCE**

7.1 The Promoter, on receipt of Total Price of the Apartment as per Clause 3.1 of the Agreement, 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, together with proportionate indivisible share in the Common Areas, within three (3) months from the date of issuance of the occupancy certificate or the completion certificate as the case may be, to the Allottee. 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 the Apartment, is brought to the notice of the Promoter by the Allottee, within a period of five (5) years by the Allottee, from the date of handing over of possession to the Allottee, 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 in the Act. 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 Notwithstanding anything stated hereinabove, the Promoter shall not be liable for defects pertaining to the following:

8.2.1 Equipment (including but not limited to, lifts, generators, motors, sewerage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period;

8.2.2 Fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear;

8.2.3 Allowable structural and other deformations including expansion quotient; and

8.2.4 Works such as painting, which are subject to wear and tear.

## 9. FORMATION OF ASSOCIATION

9.1 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, registration fees 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.

- 9.2 Each Unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Unit and irrespective of the same person owning more than one (1) 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.
- 9.3 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 or the occupancy certificate, as the case may be, of the Project as provided in this Agreement. The cost of such maintenance has been included in the Total Price of the Apartment.
- 9.4 Upon formation of the Association, obtaining the occupancy certificate and handing over of physical possession of the Serviced Apartments to all the Allottees, 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**”). 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 the Promoter and the Facility Management Company fully safe, harmless and indemnified in respect thereof.
- 9.5 The Allottee agrees and undertakes to deposit INR [●] (Indian Rupees [●]) as a non-interest bearing security deposit with the Promoter, which deposit shall be pooled into a corpus deposit (“**Corpus Deposit**”). The Allottee further agrees and acknowledges that such Corpus Deposit 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 Corpus Deposit due to the above adjustments or otherwise after the

handover of the Corpus Deposit by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.

- 9.6 In case of failure of the Allottee to pay the Common Charges and Expenses on or before the due date, the Allottee authorises the Promoter or the Association, as the case may be, to adjust such outstanding amounts from the Corpus Deposit. 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 Corpus Deposit to the Association. On any such adjustments being made from the Corpus Deposit, the Allottee hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Association with respect thereto.
- 9.7 The Promoter and/or the Association, as the case may be, shall be entitled to invest the Corpus Deposit 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 and such payment towards the Corpus Deposit shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- 9.8 The Allottee hereby confirms and undertakes that the maintenance, management, upkeep and administration of the Common Areas and the other facilities, amenities and services being provided in the Project, and the collection of the maintenance, management charges, etc. including Common Charges and Expenses from the owners/occupiers of the apartments comprised in the Project, shall be carried out by a professionally qualified property management company ("**Facility Management Company**"). The Allottee acknowledges that for the standard of maintenance to be maintained in the Project, it is essential that the Facility Management Company is familiar with all mechanical, electrical and plumbing facilities provided in the Project. The Allottee, hereby agrees to execute a tripartite agreement with the Facility Management Company and the Association.
- 9.9 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, the Project and/or the Complex by the Promoter or the Association or the Facility Management Company, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations.
- 9.10 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.
- 9.11 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association or the Facility Management Company, 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 or the Facility Management Company, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association or the Facility Management Company, as the case may be.



9.12 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association or the Facility Management Company 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.

## 10. CLUB FACILITIES

10.1 The Allottee shall be entitled to the facilities of a club within the Project (“Club”) along with the Co-Buyers and Co-Occupiers of the Project. The operational costs/charges of the Club shall be paid by the Allottee as subscription charges which shall be determined by the Promoter at the time of handing over of possession of the Apartment. The annual subscription charges for the first year shall be paid at the time of handing over of possession of the Apartment. The annual/monthly subscription charges for the second year onwards shall be paid by the Allottee to the Promoter or Association or the Facility Management Company, as per the invoice raised by the Promoter or Association or the Facility Management Company, as the case may be. The Allottee shall bear the taxes as applicable on such subscription charges. In case of default in making the payment of club subscription charges for two (2) consecutive months, the Promoter or Association or the Facility Management Company, as the case may be, shall be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

10.2 It is expressly made clear that in case the Apartment is transferred in favour of a transferee the membership will automatically stand transferred in favour of the transferee and the membership of the transferor to the Club shall cease. It is hereby clarified that 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.

10.3 Some of the facilities at the Club shall be available free of cost while others will be on “pay and use” basis. 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 or the Facility Management Company, 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.

10.4 On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or the Association or the Facility Management Company, 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. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

11.1.1 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;

- 11.1.2 the Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 11.1.3 there are no encumbrances upon the Said Land or the Project, except for the security provided for project finance funded by Laxmi Vilas Bank;
- 11.1.4 there are no litigations pending before any court of law or competent authority with respect to the Said Land, Project or the Apartment, save and except a case relating to enhancement of height clearance pending with the Airport Authority of India and arbitration proceedings and a suit by two contractors;
- 11.1.5 subject to the aforesaid 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 the Applicable Laws in relation to the Project, Said Land, Building, Apartment and Common Areas;
- 11.1.6 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;
- 11.1.7 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 Land, including the Project and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- 11.1.8 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;
- 11.1.9 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;
- 11.1.10 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;
- 11.1.11 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 or the occupancy certificate, as the case may be, 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

- 11.1.12 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.
- 11.2 The Promoter's representations and warranties are qualified and limited by any information:
  - 11.2.1 disclosed to the Allottee by the Promoter or its representatives; and/or
  - 11.2.2 which is otherwise within the knowledge of the Allottee.
- 11.3 Subject to any Applicable Law to the contrary and except as provided in Clause 11.1 above, all terms, conditions, representations, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise, are excluded.

## 12. COVENANTS & RIGHTS OF THE ALLOTTEE

- 12.1 The Allottee, with intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants and agrees with the Promoter as follows:
  - 12.1.1 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;
  - 12.1.2 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;
  - 12.1.3 that the Allottee's right at all times shall be limited to the Apartment and the Association's right at all times shall be limited to the Common Areas, and the Allottee and the Association shall neither have nor claim any manner of right, title and/or interest over or in respect of any other part or portion of any other areas, i.e. areas and facilities falling outside the Project, and the remaining part and portion of the Complex shall not form a part of the declaration to be filed with the concerned competent authority in accordance with Applicable Laws;
  - 12.1.4 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 or the Facility Management Company, 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 or the Facility Management Company, as the case may be, failing which the Promoter or the Association or the Facility Management Company, as the case may be, shall be entitled to take such action as it may deem fit;
  - 12.1.5 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 or the Facility Management Company, as the case be, from time to time in this regard;

- 12.1.6 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 or the Facility Management Company, as the case maybe, and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Promoter or the Association or the Facility Management Company, as the case maybe, from time to time;
- 12.1.7 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 or the Facility Management Company, 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 or the Facility Management Company, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- 12.1.8 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 from the date of registration of the conveyance deed for the Apartment and shall keep the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 12.1.9 that the Allottee acknowledges and accepts that certain infrastructure, areas and facilities of the Project, including but not limited to drainage, approach road, street lighting network, fire-fighting equipment, transformer, sub-station, Diesel Generator, under ground water tank, water supply network, cooling tower/Air-condition plant, diesel tank and Sewerage Treatment Plant are being shared by the co-buyers and co-occupiers of all components of the Complex, i.e. the Project, the hotel and the retail block comprised in the Entire Land and the Allottee shall not raise any objection and impediment to the same; and the Allottee shall ensure that the Association 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 sharing of such infrastructure, areas and facilities;
- 12.1.10 that the Allottee has fully understood that the Complex is being constructed and/or developed in phases and the Allottee hereby agrees and undertakes that the Promoter or its nominees shall be at liberty at all times to construct the remaining parts and portions of the Complex and the Allottee shall absolutely be precluded from causing and will not cause any obstructions, obstacles, impediments, hindrances or object in any manner and/or of any nature whatsoever to such constructions and/or development of the remaining parts and portions of the Complex;

- 12.1.11 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter or the Association or the Facility Management Company;
  - 12.1.12 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 the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project;
  - 12.1.13 that the Allottee shall grant and shall ensure that the Association shall grant to the Promoter, the Facility Management Company 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;
  - 12.1.14 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 only for the purpose of keeping or parking vehicles;
  - 12.1.15 that the Allottee agrees that the Promoter, the Association and the Facility Management Company, 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 or the Complex, and the Allottee agrees to permit the Promoter, the Association and the Facility Management Company to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect; and
  - 12.1.16 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.
- 12.2 The Parties hereby expressly agree that this Agreement is being executed by 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.
- 12.3 Subject to the provisions of Clauses 13.3 and 13.4 below, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- 12.3.1 the Allottee shall have exclusive ownership of the Apartment;
  - 12.3.2 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 or the occupancy certificate, as the case may be, from the competent authority as per Applicable Laws; and

12.3.3 the Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment.

### 13. EVENTS OF DEFAULTS AND CONSEQUENCES

13.1 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:

13.1.1 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

13.1.2 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.

13.2 In case of default by the Promoter under the conditions listed above, the Allottee shall be entitled to the following:

13.2.1 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

13.2.2 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 prescribed in Rule 18 of 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 prescribed in Rule 18 of 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.

- 13.3 The Allottee shall be considered to be under a condition of default, in case the Allottee fails to make payment for two (2) 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. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate prescribed in Rule 18 of the Rules, on all unpaid amounts from the date the amount is payable by the Allottee.
- 13.4 Without prejudice to the right of the Promoter to charge interest in terms of Clause 13.3 above, in case the default by the Allottee under Clause 13.3 above continues for a period beyond three (3) consecutive months after notice 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.
- 13.5 On and from the date of refund of the amount as mentioned in Clauses 13.2 and 13.4 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.
- 13.6 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.

#### 14. INDEMNITY

- 14.1 Each Party ("**Indemnifying Party**") hereby agrees to indemnify and save harmless the other Parties and their respective officers, directors, employees, partners and agents ("**Indemnified Parties**") promptly upon demand and from time to time against any and all losses, damages, costs, liabilities, fines, penalties, imposts, compensations paid in settlement or expenses (including without limitation, reasonable attorneys' fees and disbursements but excluding any consequential, punitive or special damages) (collectively, "**Losses**") arising out of (a) any mis-statement made by the Indemnifying Party; or (b) the failure by the Indemnifying Party to fulfill any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement; or (c) any claim or proceeding by any third party against the Indemnified Parties arising out of any act, deed or omission of the Indemnifying Party and/or persons acting for or under the Indemnifying Party ("**Claim**").
- 14.2 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 Promoter and/or its

nominees for the reason that (a) the Promoter intends to and may retain for itself and may not sell to others, some or substantial number of Unit(s) or other spaces in the Project or (b) the Allottee will have to bear the inconvenience, noise, sound, disturbance etc., if any caused due to the construction of the remaining part and portion of the Complex.

14.3 The Indemnified Parties shall be entitled to make a Claim by issuing a notice in writing to the Indemnifying Party and the Indemnifying Party shall pay an amount equal to the Losses within [•] ([•]) days from the date of such notice.

14.4 The indemnification rights of the Indemnified Parties under this Agreement are without prejudice to, independent of and in addition to, such other rights and remedies as the Indemnified Parties may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished hereby.

#### 15. **MORTGAGE OR CREATION OF CHARGE**

15.1 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.

#### 16. **BINDING EFFECT**

16.1 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.

16.2 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or any part thereof. The Allottee shall have no claim, save and except in respect of the Apartment hereby agreed to be sold to him/her/it, and all open spaces, parking spaces, lobbies, staircases, terraces and recreational spaces shall remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

#### 17. **ENTIRE AGREEMENT**



17.1 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.

**18. RIGHT TO AMEND**

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

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

19.1 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.

19.2 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 @ 5% (five percent) of the Total Price or the consideration for such transfer, whichever is higher plus applicable taxes, 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. Such transfer shall be subject to due diligence, approval and written acceptance of the profile of the intended transferee by the Promoter before the transfer request can be processed. Provided that no such transfer shall be permitted prior to the expiry of a period of 12 ( twelve) months from the date of this Agreement. Provided further that no transfer fee is payable in case of transfer to the spouse or child or parents of the Allottee or in case of joint allottees transfer by the first allottee in favour of the second 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. Such transfer shall be on the execution and registration of an agreement of sale by the transferee and the Promoter, the costs for which shall be borne by the transferee.

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

20.1 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.

20.2 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.

**21. SEVERABILITY**

21.1 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 Applicable Laws or the rules and regulations made thereunder or 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.

**22. FURTHER ASSURANCES**

22.1 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.

**23. PLACE OF EXECUTION**

23.1 The execution of this Agreement shall be complete only upon its execution by the Allottee and the Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Parties in [•]. After the Agreement is duly executed by the Parties or simultaneously with the execution the said Agreement, the said Agreement shall be registered at the office of the Sub-Registrar at [•].

**24. NOTICES**

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

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

M/s \_\_\_\_\_ Name of Promoter  
\_\_\_\_\_ (Address of Promoter)

24.2 It shall be the duty of each Party to inform the other Party 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.

**25. JOINT ALLOTTEES**

25.1 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.

**26. STAMP DUTY & REGISTRATION**

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

27. **GOVERNING LAW**

27.1 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.

28. **DISPUTE RESOLUTION**

28.1 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.

29. **SAVINGS**

29.1 Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Apartment prior to the execution and registration of this Agreement for 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.

30. **COUNTERPARTS**

30.1 This Agreement shall be registered at the office of the concerned registrar of assurances. The original registered Agreement shall be with the Allottee and the Allottee shall provide a photocopy of the registered Agreement to the Promoter with 15 (fifteen) days from the date of registration of this Agreement.

***[Intentionally Left Blank]***

## **FIRST SCHEDULE**

### **SAID LAND**

**ALL THAT** piece and parcel of land admeasuring 1.18 (one point one eight) acres, equivalent to 4783.70 (four thousand seven hundred and eighty three point seven zero) square metres (be the same a little more or less) being Plot No. CBD/2 Action Area – II) in Street No. M.A.R. within Mouza Jatragachi, in New Town, within Police Station New Town, A.D.S.R. – New Town, in District 24 Parganas (North) under New Town Kolkata Development Authority, Kolkata – 700 156. The said is delineated and demarcated in red colour in plan annexed hereto as Annexure – A.

Butted and bounded as follows:

- On the North :            Land earmarked partly for Tower 1 (Hotel Block) and partly for Retail Block within the Complex.
- On the South :            Arterial Road.
- On the East :             Land earmarked for Retail Block within Complex.
- On the West :             Land earmarked for Hotel within the Complex.

## SECOND SCHEDULE

### **APARTMENT**

**ALL THAT** Apartment No. [•] in [•] Bay on [•] floor of the Tower No. 2 having Carpet Area of [•] square feet, exclusive balcony having an area of [•] square feet and exclusive terrace area of [•] square feet, comprising of [•] Bedroom, [•] Kitchen, [•] Bathroom, living cum dining, and [•] servant room and toilet, together with a *pro rata* share in the Common Areas as described in the **Third Schedule** to this Agreement. The floor plan of the Serviced Apartment is delineated and demarcated in green colour in plan annexed hereto as Annexure – B.

### **PARKING SPACE**

[[•] four-wheeler/two-wheeler parking space] admeasuring approximately [•] square feet on the [•] basement.

## **THIRD SCHEDULE**

### **COMMON AREAS**

1. The Said Land.
2. Main lobby – reception on the ground floor.
3. All elevators and staircases.
4. All lift lobbies for each floor.
5. The Club area comprised of facilities like gym and fitness center, swimming pool, toilets for ladies and gents, community hall/restaurant, recreation area, creche and children play area.
6. Meeting room.
7. Facility management office on the Mezanine.
8. All plant and machinery areas (DG set area, STP plant area, sub-station and transformer room, water filtration plant, air-condition plant, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment some of which are common with other component of the Complex).
9. All drive ways within the Project.
10. Drivers rest room in the basement.
11. Main porch of the Building.
12. All landscaped area of the Project.

## FOURTH SCHEDULE

### **COMMON CHARGES AND EXPENSES**

The expenses of the Common areas will be proportionately shared by the allottees of Serviced Apartments within the Project as follows:

1. The expenses for maintenance, operation, and renovation of infrastructures of Common Areas of the Project.
2. The expenses shall, inter-alia, include the following:
  - 2.1 Maintenance: All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the common infrastructures and Common Areas of the Project, plantation of trees, maintaining the garden and supplying of round the clock water.
  - 2.2 Staff: The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter or the Association or the Facility Management Company as the case may be, for managing and maintenance and security of the Common Areas, facilities, amenities and utilities of the Project.
  - 2.3 Operational: All expenses for running and operating, including electricity charges of the utilities and facilities of the Common Areas which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
  - 2.4 Insurance: Costs towards payment of premium for insuring the Common Areas and Project.
  - 2.5 Rates, taxes and outgoings: All rates, levies, taxes, lease rents or fees that are to be paid by the Promoter or the Association or the Facility Management Company, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
  - 2.6 Others: Any other expenses incurred by the Promoter or the Association or the Facility Management Company as the case may be, in respect of common areas, common portions, common amenities or facilities not specifically mentioned herein including, but not restricted to, litigation expenses.

## 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 whosever's 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 basements and 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, sewerage treatment plant, 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, the Facility Management Company and/or the Association, as the case may be, for rendering maintenance services;
2. That the Allottee acknowledges that provision has been made for the installation of diesel generator (DG) for power backup to run the basic facilities like lift, water pump, common area lighting etc. in the Project and also to provide adequate power load to individual Units for running the essential electrical utilities. The Facility Management Company or an outsourced agency will operate the DG. The Facility Management Company may not entertain any applications for extra load in case the sum total of extra load necessitates installation of extra DG;
3. That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter, the Facility Management Company 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, the Facility Management Company 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;
4. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter, the Facility Management Company 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;
5. That the Allottee shall pay to the Promoter or the Association or the Facility Management Company, 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;
6. 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;

7. 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;
8. 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;
9. That the Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design;
10. 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;
11. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
12. 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, pardis or other structural members in the Apartment without the prior written permission of the Promoter, the Facility Management Company and/or the Association;
13. 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;
14. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in the common areas or 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;

15. That the Allottee shall pay to the Promoter or the Association or the Facility Management Company, 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;
16. That the Allottee shall bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company, on account of change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is sold;
17. 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;
18. That the Allottee shall carry out any repair or interior or any other works in the Apartment only between reasonable hours so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
19. 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 or the Facility Management Company, as the case may be;
20. That the Allottee cannot let out the said Apartment prior to execution and registration of deed of conveyance in his/her/its favour, save as provided herein. If, after execution and registration of a deed of conveyance, the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association or the Facility Management Company, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;
21. That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
22. That the Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
23. That the Allottee shall not do or permit to be done any new window, doorways, drain or other encroachment or easement to be made in the Apartment;
24. 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 the Facility Management Company 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;

25. That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
26. 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;
27. 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 shall not 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;
28. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
29. 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;
30. That the Allottee shall not keep in the earmarked parking space anything other than cars or two-wheeler or use the said 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;
31. 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;
32. 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;
33. That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;
34. That the Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
35. 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 name/mark of the Promoter;
36. 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;

37. In the event of paucity or non-availability of any material / article, the Company may use alternative materials / articles of similar quality. Decision of the Company on such changes shall be final.
38. 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;
39. That the Allottee shall not install or keep or run any generator in the Apartment and the parking space, if any;
40. 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;
41. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project;
42. That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase and service lifts of the Building;
43. That the Allottee shall not use the elevators in case of fire;
44. That the Allottee agrees and acknowledges that the Promoter, the Facility Management Company 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;
45. 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, the Facility Management Company and/or the Association, as the case may be;
46. 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;
47. That the Allottee shall remain fully responsible for any domestic help or drivers employed by the Allottee and any pets kept by the Allottee;
48. 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;
49. 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
50. 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.



## **SIXTH SCHEDULE**

### **PAYMENT PLAN**

#### **Accelerated / Down Payment Plan – ([•] % rebate on Total Price)**

<b><u>STAGE</u></b>	<b><u>PAYMENT</u></b>
Application Money (being part of Booking Amount)	Rs. 15 lakhs
Balance Booking Amount payable before registration of Agreement for Sale	10% of the Total Price less Rs. 15 lakhs paid
Within 45 days of registration of Agreement for Sale	85% of the Total Price.
On possession	5% of Total Price.

#### **Time / Construction Linked Installment Payment Plan**

<b><u>STAGE</u></b>	<b><u>PAYMENT</u></b>
Application Money (being part of Booking Amount)	15 Lakhs.
Balance Booking Amount payable before registration of Agreement for Sale	10% of the Total Price less 15 lakhs.
On completion of foundation	10% of the Total Price.
On casting of Ground floor roof	10% of the Total Price.
On casting of 8 <sup>th</sup> floor roof	10% of the Total Price.
On casting of 16 <sup>th</sup> floor roof	10% of the Total Price.
On casting of 24 <sup>th</sup> floor roof	10% of the Total Price.
On casting of last floor roof	10% of the Total Price.
On completion of civil work	10% of the Total Price.
On completion of services	15% of the Total Price.
On Possession	5% of the Total Sale Price.
	+ Legal & documentation charges and corpus deposit.

## **SEVENTH SCHEDULE**

### **SPECIFICATIONS**

#### **PART A**

#### **(SPECIFICATIONS)**

<b>Structure</b>	Earth-quake resistant (with latest seismic code). Basement + Ground + upper floors RCC framed structure with concrete block masonry walls. Covered car park in Basement floors.
<b>Plastering</b>	Cement Plaster with smoothly finished POP punning.
<b>Paint</b>	Plastic Emulsion Paint.
<b>Flooring</b>	Italian marble
<b>Doors</b>	Elegantly designed doors Superior quality stainless steel hardware
<b>Bathrooms</b>	Superior quality fixtures Designer bathroom with a combination of glazed tiles/granite and glass tiles for walls Sanitary Fittings Wash Basin Granite counter Hot/cold water connection
<b>Kitchen</b>	Counter Top Modular Kitchen Sink Electrical Chimney and Hub Provision for fixing water purifier Hot/cold water connection
<b>Electrical</b>	Concealed conduits with high end copper wire Elegant modular switches One ELCB One MCB for each room provided at the main distribution base in each flat One telephone point in living and all bedrooms
<b>Entrance Lobby</b>	High quality marble flooring and marble cladding. Textured paint for walls.

Plastic emulsion paint for ceiling.

**Staircase**

Superior quality Kota stone.

MS handrail.

All walls painted.

Plastic emulsion paint for ceiling.

**PART B**

**(AMENITIES AND FACILITIES/SERVICES FOR THE PROJECT)**

1. High Speed Internet Connection.
2. 100% Power backup.
3. Fire Alarm
4. Fire Exit Staircase (Ground floor to Basement floor)
5. Sprinkler system
6. Video entry system
7. Movement detectors in living and circulation area
8. Pre-wired points for movement detectors
9. Personalised access control system
10. EPBX will be installed with the cable
11. 5 Highspeed lifts of 16-passenger capacity each.
12. 24 hour camera Surveillance.
13. Gas leak detectors.
14. House Keeping service (upon payment of charges).
15. Laundry Service (upon payment of charges).
16. Car Wash Service (upon payment of charges).
17. Concierge Service (upon payment of charges).



**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.**

**Executed and delivered on behalf of the Promoter  
at Kolkata:**

**Executed and Delivered by the Allottee(s) at  
Kolkata**

**All in the presence of:**

**1.**

**2.**

**ANNEXURE – A**

**PLAN OF THE SAID LAND**

**ANNEXURE – B**

**FLOOR PLAN OF APARTMENT**

**MEMO OF CONSIDERATION**

Received Rupees \_\_\_\_\_ (Rupees \_\_\_\_\_) towards part of total consideration for the sale of the Apartment as per the terms of this Agreement.

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

**In presence of**

**1.**

**2.**