

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** ("Agreement") is executed on this ..... day of ..... Two Thousand and \_\_\_\_\_ (20.....);

**AMONGST**

**TIRUPATI PROPERTIES (PAN- AAEFT8581D)**, a partnership firm, having its principal place of business at Meridian Plaza, 209,C.R.Avenue, 4th Floor, P.O.- Bedon Street, P.S.-Girispark, Kolkata-700006, District- Kolkata, duly represented here by its true and lawful constituted Attorney namely **Sri Anil Gadia, (PAN-AFOPG3855L )**, son of Sri Ratan Lal Gadia, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at CF-71, Sector-1, Salt Lake City, P.O.- Salt Lake , P.S.- North Bidhannagar, Kolkata- 700 064, District- North 24 Parganas who is also one of the partners of the Firm, by virtue of the **Development Power** after Registration of Development Agreement **being No. 02086, for the year 2014** which was executed and registered on 27-06-2014 in the office of the Additional District Sub- Registrar- Sealdah, South 24 Parganas and recorded in Book-I, CD Volume No. 5, Pages from 5711 to 57230,hereinafter called and referred to as the "**LAND OWNER / FIRST PARTY**" (which expression shall unless excluded by or repugnant to the context shall mean and be deemed to include its successor-in-interest and executors, administrators, legal representatives and assignors ) of the **FIRST PART.**

**AND**

**SRINIVAAS INFRA DEVELOPERS PVT. LTD.** (PAN AAPCS6072E), a company incorporate under Companies Act, 1956, having its registered office at Meridian Plaza, 209,C.R.Avenue, 4th Floor, P.O.- Bedon Street, P.S.-Girispark, Kolkata-700006, District- Kolkata, duly represented by one of its Directors namely **Sri Anil Gadia**, (PAN-AFOPG3855L), son of Sri Ratan Lal Gadia, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at CF-71, Sector-1, Salt Lake City, P.O.- Salt Lake , P.S.- North Bidhannagar, Kolkata- 700 064, District- North 24 Parganas, hereinafter called and referred to as the "**DEVELOPER/PROMOTER/ SECOND PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor(s)-in-interest, executors, administrators, legal representatives, nominee or nominees, and assignors) of the **SECOND PART.**

**AND**

(1) ..... ( **Income Tax PAN-.....**), son/daughter/wife of .....(2) .....(**Income Tax PAN-.....**), son/daughter/wife of ....., , both by faith – ....., both by Occupation – ....., both by Nationality- Indian, residing at ....., hereinafter jointly called and referred to as the "**ALLOTTEE/PURCHASER(S)/ THIRD PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrator, representatives and assignors) of the **THIRD PART.**

The Owner/Vendors and the Allottee shall hereinafter collectively be referred to as the "Parties", and individually as a "Party".

**DEFINITIONS:**

The following terms and expressions shall in these presents have the respective meanings assigned to them herein below, unless the same is contrary or repugnant to the subject or context:

1. **ACT** means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017) as amended from time to time.
2. **RULES** mean the West Bengal Housing Industry Regulation Rules, 2018, as amended from time to time, made under the West Bengal Housing Industry Regulation Act, 2017;
3. **REGULATIONS** mean the Regulations made under the **West Bengal Housing Industry Regulation Act, 2017**, as amended from time to time;
4. **SECTION** means a section of the Act.

5. **AGREEMENT FOR SALE** means an agreement entered into amongst the Owner, the Developer and the Allottee /Purchaser(s).
6. **TOTAL PRICE/AGREED CONSIDERATION** shall mean the consideration mentioned in **Part-I** of the **Fourth Schedule** hereto payable by the Purchasers to the Vendor for acquiring the said Flat /Unit/Apartment along with the Right to use of Car parking (if any);
7. **OTHER PAYMENTS** shall mean EXTRAS AND DEPOSITS as mentioned in the **II** of the **Fourth Schedule** herein below.
8. **ARCHITECT** shall mean **RAJ AGARWAL & ASSOCIATES** of 8B, Royd Street, 2<sup>nd</sup> Floor, Kolkata – 700 016 whom the Developer has appointed as the Architect for the Project;
9. **ASSOCIATION** shall mean the Association, Committee, Body, Society or Company which would comprise the Owner, the Developer and the representatives of all the buyers/allottees of Flat / Unit / Apartment and be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer;
10. **BUILDING(S)** shall mean the Residential Building(s)and/or structures to be constructed time to time for residential purpose and use only by the Developer upon the Said Premises mentioned herein below in the **Part-I** of the **First Schedule** permissible under the Rules and Regulations of the KMC and from any other authorities if required, for the time being prevailing as per the plan or plans to be sanctioned by the K.M.C.or any other Authority , in pursuance of the **Development Agreement being No. 02085, for the Year 2014** , executed and registered on **27-06-2014** in the office of A.D.S.R.- Sealdah and 3(Three) nos of **Supplementary Agreement, dated 28-04-2015, 18-12-2015 and ...-06-2019.**
11. **AREA :**
  - a. **CARPET AREA** shall mean the net useable area of the unit including the area covered by the internal partition walls of the unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area. Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/-3% (Three percent) on account of structural, design and construction variances. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied/fitted and all cost related to removal and refitting of such finishes shall be borne by the party which raises the dispute in relation to the measurement of carpet area.
  - b. **BUILT-UP AREA** shall mean the entire built-up area as sanctioned by the **KMC** as per approval of its Other Authorities , from time to time and shall include the plinth area of the units, including the plinth area of the bathrooms, balconies and terraces, if any, appurtenant thereto and also the thickness of the wall (external or internal) and pillars and the areas of the Common Portions.
  - c. **COMMON PORTIONS/AREA** shall mean such common areas, facilities and installations in the Buildings and the said Premises, like staircases, landings, corridors, driveways, lawns, open spaces,

common lavatories/ toilets,, lobbies, lifts, lift shafts, passages, boundary walls, the Common Roof Area and Common open terrace therein, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations, generator room, fire safety work stations, electrical sub-station, tube well, drains, sewers and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, provision, maintenance and/or management of common facilities of the Building, as may be decided or provided by the Developer which are mentioned in the **THIRD SCHEDULE** hereto;

12. **COMMON EXPENSES** shall include all expenses for the management, maintenance and upkeep of the Project including the Buildings, the Common Portions, all types of parking spaces including MLCPs therein and the said Premises—and the expenses for Common Purposes; which are mentioned in the **SIXTH SCHEDULE** hereto.
13. **DATE OF POSSESSION** shall mean the date on which the purchaser/allottee/s take actual physical possession of the said apartment after discharging all their liabilities and obligations;
14. **COMMITTED POSSESSION DATE** shall mean the estimated date of making the said apartment ready for the purpose of delivery for possession on or before **31<sup>st</sup> January, 2020 with a grace period of 6(six) months**. The aforesaid date shall also be subject to force majeure.
15. **DEEMED POSSESSION DATE** shall mean the date falling next after the expiry of **45(forty five)** days from the date of intimation to the Allottee for taking possession of the apartment in accordance with the terms of this Agreement.
16. **COMMON PURPOSES** shall include the purpose of maintaining and managing the said Premises, the Building(s) and in particular the Common Portions, rendition of services in common to the Unit Owner, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owner(s) and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common;
17. **DEED OF CONVEYANCE** shall mean the Deed of Conveyance/Transfer to be executed by the Developers in favour of the Purchasers in respect of the said Flat Unit upon the Purchasers complying with all their obligations, paying and depositing all amounts in time and not committing any breach or default;
18. **LOCAL AUTHORITY means** the Kolkata Municipal Corporation or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction.
19. **DEVELOPER** shall mean **SRINIVAAS INFRA DEVELOPERS PVT. LTD.** a company incorporate under Companies Act, 1956, having its registered office at Meridian Plaza, 209,C.R.Avenue, 4th Floor, P.O.- Bedon Street, P.S.-Girispark, Kolkata-700006, District- Kolkata and its successor(s)-in-interest and assignors;

20. **DEVELOPMENT AGREEMENT** shall mean the Agreement executed between the Land Owner and the Developer for development and construction of the plot of land situated at the said Premises, mentioned in the **First Schedule** herein below which was executed and registered on **27-06-2014** in the office of **A.D.S.R.- Sealdah, South 24 Parganas** and it is/was recorded in **Book No-I, CD Volume No. 5, Pages from 5672 to 5710, being Deed No. 02085, for the Year 2014.**
21. **DEVELOPMENT POWER OF ATTORNEY** shall mean the **Power of Attorney** executed by the Land Owner in favour of **Sri Anil Gadia**, son of Sri Ratan Lal Gadia, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at CF-71, Sector-1, Salt Lake City, P.O.- Salt Lake , P.S.- North Bidhannagar, Kolkata- 700 064, District- North 24 Parganas who is the Director of the Developer **“SRINIVAAS INFRA DEVELOPERS PVT. LTD.”** having its registered office at Meridian Plaza, 209,C.R.Avenue, 4th Floor, P.O.- Bedon Street, P.S.-Girispark, Kolkata-700006, District- Kolkata, for development and construction of the plot of land situated at the said Premises, mentioned in the **First Schedule** herein below which was executed and registered on **27-06-2014** in the office of **A.D.S.R.- Sealdah, South 24 Parganas** and it is/was recorded in **Book No-I, CD Volume No. 5, Pages from 5711 to 5723, being Deed No. 02086, for the Year 2014.**
22. **SAID APARTMENT/UNIT** shall mean any residential Apartment/unit together with Undivided proportionate share of land underneath the building along with the exclusive right to use of Car Parking Space, (if any allotted) and the right to use of Common Portions as described in the **SECOND SCHEDULE** hereto, which is capable of being exclusively owned, used and enjoyed by any Unit Owner(s) ;
23. **COMPLETION CERTIFICATE or OCCUPANCY CERTIFICATE** means the completion certificate or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;
24. **FORCE MAJEURE** shall include natural calamities, Acts of God, floods, Fire, Lightning, earthquakes, riots, enemy actions or wars, storms, cyclones, tempests, civil commotions and disturbances, Insurgency, civil wars, air raids, strikes, lockouts, transport strikes, shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from the **KMC** or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project, and/or circumstances beyond the control of the Developer as well as the Land Owner.
25. **PROJECT LAND** shall mean **ALL THAT** piece and parcel of land measuring an area of 05 Bigahs 16 Cottahs 04 Chittaks 32 Sq.ft; more or less, lying and situate at **Premises No. 9A/1, Uma Kanta Sen Lane, Kolkata-700030, Holding No- 10/18 Paikpara, Pargana-Kalikata, Police Station - Chitpur**, within the limits of **Ward No.-4** of the Kolkata Municipal Corporation, District Sub-Registrar Office at Alipore, Addl.

District Sub-Registration Office at Sealdah, in the District of **South 24Parganas**, more fully and particularly described in the **Part – I of the FIRST SCHEDULE** hereunder written, which is free from all encumbrances, charges, liens, lispense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner, comprised in the said Premises.

26. **MAINTENANCE AGENCY** shall mean the Developer itself or any association syndicate, committee, body society or company, formed / incorporated/ appointed by the Developer itself for the Common Purposes;
27. **CORPORATION** shall mean the Kolkata Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
28. **SAID PARKING SPACES** shall mean Open, Covered and Multi Level Mechanical Car Parking space(MLCP) that may be earmarked by the Developer as right to park of car(s) and/or two wheeler(s), if any, described in **Part-II of the Second Schedule** hereto;
- MLCP** shall mean electrically operated two level dependent / co-shared **MECHANICAL CAR PARKING SPACE** installed within the building or premises at ground floor and is to be shared equally by co-parking right holders, wherein one parking is dependent on the other at all times for ingress and egress of car in the system.
29. **OWNER'S AREA** shall mean the allocation mentioned in the “**Supplementary Development Agreement**”, being **No 02766 for the Year 2019**, together with undivided and impartible proportionate share of the land under the multi-storied building/buildings having such flats of the aforesaid allocation subject to any additions or reductions thereof in accordance with the express terms and conditions hereof including all rights easements, common facilities and amenities annexed to the Project.
30. **DEVELOPER'S AREA** shall mean the allocation mentioned in the “**Supplementary Development Agreement**”, being **No 02766 for the Year 2019**, together with undivided and impartible proportionate share of the land under the multi-storied building/buildings having such flats of the aforesaid allocation subject to any additions or reductions thereof in accordance with the express terms and conditions hereof including all rights easements, common facilities and amenities annexed to the Project.
31. **PLAN/PLANS** shall mean the plan(s) of the Buildings which have been approved and sanctioned by the **Kolkata Municipal Corporation Vide. Building Permit No. 2014010018** , dated **03.05.2014** for construction of flats upto **G+XV floor in Block-1 and upto the G+XIV floor in Block-2** at the said premises premises which has later been regularized and approved by **MBC Meeting No.-506, Item No.-146/15-16, dated -28-12-2015** for construction of flats on the **16<sup>th</sup> floor in Block-1 ( i.e. upto G+XVI floor in Block-1 and upto the G+XIV floor in Block-2 )** at the said premises and it has further regularized and approved by **MBC Meeting No.-542, Item No.- 221/17-18, dated -11-01-2018** for construction of flats on the **17<sup>th</sup> floor in Block-1 and on the 15<sup>th</sup> & 16<sup>th</sup> floors in Block-2 ( i.e. upto G+XVII floor in Block-1 and upto the G+XVI floor in Block-2 )** at the said premises, vide **Building**

**Permit No. 2019010012, dated-02-05-2019** , by the **Building Department of the Kolkata Municipal Corporation** and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications therein, if any, as well as all revisions, renewals and vertical extensions as well as extensions of validity and time of the aforesaid Plans, if any;

32. **PROJECT** shall mean the work of development undertaken by the Developer from inception till the development of the said Premises is completed, possession of the completed units is taken over by the Unit Owners or intimated to the allottee/s and the Deeds of Conveyance/Transfer are executed and registered in favour of the Unit Owners and possession of the completed Apartment/units be made over to the Unit Owners and the name of the Project has been fixed by the Developer as “**MERIDIAN SPLENDORA**”.
33. **PROJECT CONCEPUALISATION:**  
 “**MERIDIAN SPLENDORA**” is a unique concept and is being promoted on joint venture basis with the Parties mentioned herein above and is well connected with various modes of transport. It is being developed and completed with essential facilities within itself for the co-sharers and the Project shall have one maintenance team which will be maintained by the Flat Owners’ Association.
34. **PROPORTIONATE** with all its cognate variations shall mean such ratio as the carpet area of any Unit or Units be in relation to the carpet area of all the Units in the Buildings/Project;
35. **PURCHASER/S OR ALLOTTEE/S** shall mean and include all persons, firm, limited company, association etc. to whom any Area/s is/are transferred or agreed to be so done.
36. **COMMON ROOF AREA** shall mean the ultimate roofs of the Buildings, as may be decided and demarcated by the Owner/Developer at any time prior to handing over possession of the said apartment/unit.
37. **SAID UNDIVIDED SHARE** shall mean the proportionate variable, undivided, indivisible, and impartial share in the land comprised in the Premises which is attributable to the said Apartment/Flat/Unit.
38. **SINKING FUND** shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchasers herein, towards sinking fund which shall be held by the Association/Maintenance Agency on account of maintenance expenses;
39. **UNIT OWNERS** shall, according to its context, mean all Purchasers and/or intending Purchasers of different Units in the Buildings including the Owners and the Developer in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by them;
40. **VENDORS** shall mean jointly the Owners and the Developer and where the context so permits, refer to only such of them as is/are concerned with the relevant matter/issue.
41. **PROJECT ADVOCATE** shall mean **an Advocate** who has been appointed by the Developer and has prepared this Agreement for Sale and who shall and is solely responsible ,under all circumstances for

preparing/executing all legal documentation regarding the development, construction, sale and transfer of the Premises, the Buildings and the Flat Units therein, including the Deeds of Conveyance.

42. **APPROPRIATE GOVERNMENT** means the State Government;
43. **WORDS AND EXPRESSIONS** used herein and not defined in the Act or Rules or Regulations, but defined in any other applicable law for the time being in force, shall have the meaning assigned to them respectively in those laws.
44. **CONFIDENTIAL INFORMATION** shall have the meaning ascribed to it in clause 9.3 below.
45. **MASCULINE GENDER** shall include the **feminine** and **neuter** gender and vice versa;
46. **SINGULAR NUMBER** shall include the **plural** and vice versa.

**WHEREAS:**

- A. The First Party is the absolute and lawful Owners of the property (“**Project Land**”) more fully described in **Part – I** of the **FIRST SCHEDULE** hereto, the particulars of title whereof are more fully described in **Part – II** of the **FIRST SCHEDULE** hereto (**Devolution of Title**).
- B. The Project Land is intended for the purpose of development of an housing project thereon, to be named as “**MERIDIAN SPLENDORA**” comprising of apartments, Car Parking Spaces in MLCP system (open, covered and mechanical) and other spaces and common areas (“**Project**”).
- C. The Owner as well as the Developer is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owner regarding the said Project Land on which the said Project is to be constructed, will have been completed.
- D. The Developer has already obtained Sanction of multi- storied Residential Building Plan **Vide. Building Permit No. 2014010018** , dated **03.05.2014** for construction of flats upto **G+XV floor in Block-1 and upto the G+XIV floor in Block-2** at the said premises premises which has later been regularized and approved by **MBC Meeting No.-506, Item No.- 146/15-16, dated -28-12-2015** for construction of flats on the **16<sup>th</sup> floor in Block-1 ( i.e. upto G+XVI floor in Block-1 and upto the G+XIV floor in Block-2 )** at the said premises and it has further regularized and approved by **MBC Meeting No.-542, Item No.- 221/17-18, dated -11-01-2018** for construction of flats on the **17<sup>th</sup> floor in Block-1 and on the 15<sup>th</sup> & 16<sup>th</sup> floors in Block-2 ( i.e. upto G+XVII floor in Block-1 and upto the G+XVI floor in Block-2 )** at the said premises, vide **Building Permit No. 2019010012, dated-02-05-2019** , by the **Building Department of the Kolkata Municipal Corporation** at its own cost and expenses , for construction of the project “**MERIDIAN SPLENDORA**” comprising of various independent apartments on the Project Land (“**said Plan**”) with provisions for amenities and facilities to be used in common by all occupants / Allottees of the entire Project in due course. The Owner as well as the Developer agrees and undertakes that it shall not make any changes to these approved plans except in compliance with applicable laws.
- E. **The Developer has already obtained the final layout plan, sanctioned plan, specifications and approvals for the project and also for the apartment from Building Department of the Kolkata Municipal Corporation. The Owner Developer agrees and undertakes that it shall not make any changes to these approved plans except under strict compliance with the Act and or other laws.**



- F. The Developer has registered the project under the provisions of the Act with the WBHIRA at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- G. **AND WHEREAS** accordingly the Allottee/Purchaser(s) have/has applied for allotment of an apartment in the said Project under development vide application No. .... dated ..... (“**Application Form**”) and has been allotted an Apartment more fully mentioned and described in **Part – I** of the **SECOND SCHEDULE** hereto ,with pro rata share in the common areas, amenities and facilities of the said Project ,hereinafter collectively referred to as the “**Common Areas**” , more fully mentioned and described in the **THIRD SCHEDULE** hereto, all hereinafter collectively referred to as the “**said Apartment**” and more fully mentioned and described in **Part – I** of the **SECOND SCHEDULE** hereto , Together with exclusive right to use of car parking space(if any), more fully mentioned and described in **Part – II** of the **SECOND SCHEDULE** hereto, Together With the right to use and enjoy the Common Areas in common with the other Allottees of the Project.
- H. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Purchaser hereby declares and confirms that prior to the execution of this Agreement, the Owner/Developer has made full and complete disclosures of its right, title and interest in the property and the purchaser has inspected all the relevant documents in relation to the said unit/building/property and has satisfied himself inter alia the nature of the Owner’ right, title, approvals (current and future) drawings, specifications and plans, fixtures, specifications and amenities. The Purchaser confirms that he has entered into this agreement out of his own free will and without any coercion and after reviewing and understanding the draft of this agreement. It is hereby agreed that the Application Form shall be deemed to be a part of this Agreement.
- I. It has been agreed by the parties that the Association of all the Allottees of the Project as and when formed upon completion of the Project in its entirety, shall hold the Common Areas of the Project together with all easements, rights and appurtenances belonging thereto for the common use and enjoyment of the same by all the Allottees of the Project.
- J. The purchaser hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project and has obtained suitable legal advice prior to entering into this agreement.
- K. 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.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owner/Developer hereby agrees to transfer its right title and interest in the said Apartment, together with proportionate share of land upon which the building is being constructed, together with the pro rata share in the Common Areas of the Project under development and together with the right to enjoy the Common Areas and amenities of the Project.

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

## 1. **TERMS:**

- i. Subject to the terms and conditions as detailed in this Agreement, the Owners/Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment, as specified in **Para G above**.
- ii. **Explanations:**
  - i. The Total Price as mentioned in **FOURTH SCHEDULE** includes the Booking Amount paid by the Allottee to the Owner/Developer towards the Apartment.
  - ii. The Total Price does not include present applicable taxes. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Owner/Developer 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 Committed date of completion of the Project (as may be extended), the same shall not be charged from the Allottee.
  - iii. The Owner/Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Owner/Developer within the time and in the manner specified therein (“**Demand Letter**”).
  - iv. The Consideration of the Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, cost of providing electrical connectivity(excluding deposit money for personal meter connection) conduit and wires to the Apartment and proportionate cost of providing all common services for the said Project, including but not limited to lift, water line and plumbing, flooring, tiles, doors, windows, fire detection(if any) and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment, as per Specifications mentioned in **FIFTH SCHEDULE** below.
  - v. The purchaser acknowledges that he has chosen the “**Construction Progress Linked Plan**” since it offers several advantages to the Purchaser, including that the installments payments may become due later in time than as envisaged at the time of entering into this agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the purchaser. This significantly reduces the risk of the purchaser as compared to “ Time Linked Payment Plan” option and the Purchaser has entered into this agreement after taking into account the advantages and risks of the “**Construction Progress Linked Payment Plan**” .
  - vi. The Consideration Price may also change with the increase or decrease in the areas of the Apartment upto a maximum of 3% (three percent) of the carpet area of the Apartment, which shall finally be determined by the Project Architect(s) upon completion of construction. However, in case of any deviation in excess of 3% of the areas of the Apartment, express consent of the Allottee will be required in writing when, it shall be the option of the Allottee, either to accept such deviation and pay the revised Total Price and other amounts, or, to terminate this Agreement. In case of any dispute on the measurement area the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement.
- iii. The Consideration is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to

time till the completion of the Project. The Owners/Developer undertakes and agrees that while raising a Demand Letter on the Allottee for increase in development charges, costs / charges imposed by the competent authorities, the Owner/Developer shall provide relevant document in this regard if required along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee.

- iv. The Allottee shall make payment of the Total Price, as mentioned in **FOURTH SCHEDULE** together with other payments, like Extras and Deposits, as per the payment plan set out in **PART – I** and **PART – II** of the **FOURTH SCHEDULE** hereto, respectively, (“**Payment Plan**”) or, as and when being demanded by the Owner/Developer, as the case may be, subject to such revisions, as may be made in terms of this Agreement.
- v. The Owner/Developer may allow, in its sole discretion, a rebate for lumpsum down payment of the Consideration Amount payable by the Allottee by discounting such early payment with such amounts, as may be mutually agreed by the Owner/Developer and the Allottee. The provision of such rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Owner/Developer.
- vi. It is agreed that the Owner/Developer shall not make any major additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment or building, as the case may be without the previous written consent of the Allottee. Provided That the Owner/Developer may make such additions or alterations or such minor changes or alterations as may be necessary due to architectural, structural, safety, availability, betterment and maintenance reasons duly recommended and verified by the Project Architect(s) and/or such other minor changes or alterations in accordance with the applicable laws.
- vii. The Owners/Developer shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Building being completed and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the said Apartment including the Extras and Deposits shall however be recalculated upon such confirmation by the Owners/Developer on Carpet Area basis. If there is any reduction in the carpet area resulting then the Owner/Developer shall either refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent from the date when such excess amount was paid by the Allottee and/or adjust the same in the next milestone of the Payment Plan, as the case may be. If there is any increase in the carpet area resulting which is not more than 3% (three percent) of the carpet area of the Apartment area allotted to the Allottee, the Owner/Developer may demand the extra amount for increased area from the Allottee in the next milestone of the Payment Plan as provided in the **FOURTH SCHEDULE** hereto. In such case, a revised Total Price sheet together with revised Payment Plan shall be drawn and given to the Allottee after giving effect to the change in such areas. Such revised sheet shall be deemed to be a part of this Agreement.

- viii. Subject to para 9.3, the Owner/Developer agrees and acknowledges that the Allottee shall have the right to the said Apartment as mentioned below:
- i. The Allottee shall have exclusive Ownership of the said Apartment;
  - ii. The Allottee shall also have undivided proportionate share in the land and Common Areas of the Project. Since the share / interest of the Allottee in the land and Common Areas of the Project is undivided and cannot be divided or separated, the Allottee shall use all Common Areas of the Project along with other occupants, maintenance staff, etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Owners/Developer shall hand over the Common Areas to the association of all the Allottees after duly obtaining the completion certificate/occupancy certificate from the competent authority for the Project.
  - iii. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment at its own risk and liability, as the case may be, subject however to the prior intimation to and written permission of the Owners/Developer. Any such visit shall always be subject to Allottee following the norms of safety for such visit and inspection, as may be prescribed by the Owner/Developer and/or the Project Architect(s) or the Site Engineer/Supervisor. Though due diligence to prevent any accident/mishap is being followed by the Owner /Developer, the Owner/Developer will have no responsibility for any untoward accident/injury /loss of any kind to the Allottee or their nominated person/persons accompanying them, at the time of their site inspection as the project site is under construction.
- ix. It is made clear by the Owner/Developer and the Allottee agrees that the said Apartment and car parking spaces(if any, ) as earmarked by the Owner/Developer, as morefully described in **PART-I, PART-II** of the **SECOND SCHEDULE** hereunder written, shall be treated as a single indivisible apartment for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the project. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project, subject to the rules and regulations constituted by the Association
- x. The Owner/Developer agrees to pay all outgoings before transferring the physical possession of the apartments to the Allottees, which has been collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity including project mortgage loan and/or interest on project mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Owner/Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Owner/Developer 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 therefore by such authority or person. Provided However that the Owner/Developer shall not be liable or continue to remain liable for any such outgoings for which it has not received any payments from the Allottee. The Owner/Developer will however also not be responsible for the above in case the Owner/Developer has offered

possession and the Allottee has refused or neglected or delayed in taking such possession within **45(forty five) days** from the intimation for taking such possession for any reason whatsoever. All such liabilities and outgoings shall be deemed to be the liability of the Allottee from the date falling next after the expiry of **45(forty five) days** from the intimation for taking such possession, when the Allottee for all purposes will be deemed to have taken possession of the Apartment in accordance with the terms of this Agreement (“**Deemed Possession Date**”).

- xi. The Allottee hereby also agrees to pay the price of the said Apartment as prescribed in the Payment Plan in the **FOURTH SCHEDULE** hereto or as and when demand is raised for the same by the Owner/Developer(Vendor) within the time and in the manner specified therein. Provided however that if the Allottee delays in payment towards any amount which is payable within the time as mentioned in Demand letter, the Allottee shall be liable to pay interest equivalent to Prime Lending Rate of State Bank of India plus 2% (Two Percent) as penalty(hereinafter referred to as “**INTEREST ON DELAYED PAYMENT**”) along with applicable taxes.
- xii. The Allottee(s) agree(s) that he/she/they is/are aware that the Owner/Developer is developing the Project comprising both, residential as well as commercial units (if any).
- xiii. The rights of the Allottee is limited to Ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim of Ownership, contrary to the above.
- xiv. The Common Areas shall always be and remain subject to change and modifications, as may be deemed fit and necessary by the Owner/Developer and/or as may be advised by the Project Architect(s) for betterment of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection or hindrances thereto and shall be deemed to have granted an unconditional approval to such changes or modifications in the Common Areas.
- xv. The Allottee shall only be entitled to use the Common Areas of the Project to the extent required for beneficial use and enjoyment of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim of partition or separation of Ownership of any component or constituent of the said Common Areas of the Project.

## **2. MODE OF PAYMENT:**

The Purchaser(s) acknowledge(s) that he/she/they has/have chosen the “Construction Progress Linked Payment Plan” since it offers several advantages to the Purchaser(s), including that the installments payments may become due later in time than as envisaged at the time of entering into this agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the purchaser. this significantly reduces the risk of the purchaser as compared to the “Time Linked Payment Plan” option and the purchaser has entered into this agreement after taking into account the advantages and risks of the “Construction Progress linked payment Plan” , subject to the terms of the this Agreement and the Owner/Developer abiding by the construction milestones, the Allottee shall make all payments within the stipulated time mentioned in the Demand Letter issued by the Owner/Developer(Vendor) from time to time in accordance with the Payment Plan mentioned in the **FOURTH SCHEDULE** herein below through Account Payee cheque / demand draft / banker’s cheque or

online payment (as applicable) in favour of the Owner/Developer(Vendor) payable at Kolkata. Payment shall be deemed to have been made when the same is credited in the account of the Owners /Developer(Vendor).

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

- i. The Allottee, if resident of outside India, shall be solely responsible for complying with the necessary formalities as laid down in **Foreign Exchange Management Act, 1999**, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments / modification(s) made thereof and all other applicable laws including that of remittance of payment on acquisition / sale / transfer of immovable properties in India, etc. and provide the Owner/Developer with such permission and approvals, which would enable the Owner/Developer to fulfill its obligations under this Agreement. Any refund or transfer of security, if provided, shall be in terms of or in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/they will be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- ii. The Owner/Developer accept(s) no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Owner/Developer 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 Owner/Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Owner/Developer shall not be responsible towards any third party making payment / remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Owner/Developer shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Owners/Developer to adjust and appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee for the said Apartment, if any, and the Allottee undertakes not to object / demand / direct the Owner/Developer to adjust such payments in any other manner.

**5. TIME IS ESSENCE:**

The Owner/Developer shall abide by the time schedule for completing the unit/apartment as disclosed in this agreement and thereafter it will be handed over to the Allottee subject to the compliance of all obligations on the part of the Allottee and the Owner/Developer(Vendors) agrees to handover the Common facilities to the association (upon formation) of the Allottees within 8(Eight) months (subject to Force Majeure) from the date of obtaining of completion/occupancy certificate of the project. Similarly the Allottee shall also abide by the time schedule in respect of making Payments to the Owner/Developer as mentioned hereunder or as mentioned in the Demand Letter that may be raised from time to time by the Owner/Developer under or in pursuance of this Agreement.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along

with this Agreement] which has been duly designed by the Project Architect(s) and approved by the competent authority wherever applicable, as represented by the Owner/Developer. The Owner/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject however to such minor architectural or structural changes as may be advised by the Project Architect(s) or project consultants and/or the competent sanctioning authority in accordance with the applicable laws.

#### **7. POSSESSION OF THE APARTMENT:**

- i. **Schedule for possession of the said Apartment** - The Owner/Developer agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement. The Owner/Developer assures to hand over possession of the Apartment within **31st January, 2020 with a grace period of 6(six) months (“Committed Possession Date”)** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any other reason beyond the reasonable control of the Owners/Developer affecting the regular development of the real estate project (“**Force Majeure**”). If however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Owner/Developer shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Owner/Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Developer shall refund to the Allottee the entire amount received by the Owner/Developer from the Allottee within 45 (forty-five) days from that date without any interest. The Owner/Developer 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/they shall not have any right, claim etc. against the Owner/Developer and/or the Apartment and that the Owner/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.
- ii. **Procedure for taking possession and registration of Deed of Conveyance** : The Owners/Developer, upon obtaining the completion certificate and/or Occupancy Certificate which is applicable, from the competent authority (“**Project Completion Date**”), shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 45(forty five) days from the Project Completion Date after making full payment of the Total consideration to the Owners/Developer together with other applicable payments/charges/taxes as per terms of this Agreement and by executing necessary indemnities, undertakings and such other documents as may be required for taking possession of the said Apartment and the Owners/Developer shall give possession of the said Apartment to the Allottee. Simultaneously with the offer for possession, as aforesaid, the Owners/Developer shall also call upon the Allottee to get the said Apartment registered in his/her/their name by registration of the Deed of Conveyance in respect thereof within 45 (forty five) days from the date of aforesaid offer. The Owners/Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owners/Developer. The Allottee, after taking actual possession or from the Deemed Possession Date, whichever is earlier, agree(s) to pay the maintenance charges and common expenses, particulars whereof are more particularly mentioned in the **SIXTH SCHEDULE** hereunder written, and/or as determined by the Owner/Developer / Association

(upon formation), as the case may be, after the issuance of the completion/occupancy certificate for the Project. The Owners/Developer shall hand over a copy of the same to the Allottee at the time of conveyance of the said Apartment. Similarly, in case the Allottee does not or is not able to or willfully delays in having its Deed of Conveyance in respect of the said Apartment registered within the prescribed time, then in such case, the Allottee shall keep the Owners/Developers indemnified saved and harmless of from and against all administrative proceeding, costs, charges and damages on any account whatsoever that the Owner/Developer might suffer because of such failure of the Allottee.

- iii. **Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Owners/Developer as per para 7.2, the Allottee shall take possession of the Apartment from the Owners/Developer within a maximum period of 45(forty five)days. In case the Allottee fails to make full payment of the Total Consideration including the Extras and Deposits in terms of this Agreement and execute necessary documents to take possession of the said Apartment within the time as mentioned herein above, it shall be deemed that the Allottee has taken possession of the said Apartment on the Deemed Possession Date and all obligations and outgoings in respect of the said Apartment like maintenance charges, property rates and taxes, etc., payable in respect of the said Apartment shall become immediately applicable and payable by the Allottee.
- iv. **Possession by the Allottee and Formation of Association after Project Completion** – After obtaining the completion/occupancy certificate and handing over physical or deemed possession of the Apartment, as the case may be, to the Allottees, it shall be the responsibility of the Owner/Developer to get an Association formed for the purpose of maintenance of the Project in general and the Common Areas in particular within 1 (One) year of the Project Completion Date or as prescribed by the local laws, whichever is later, and hand over the necessary documents and plans, including the Common Areas, to the said association. All Allottees are mandatorily required to be a member of the association and follow its rules and guidelines.
- v. **Cancellation by Allottee** - The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act provided that where the Allottee proposes to cancel the Agreement / withdraw from the Project without any fault of the Owner/Developer, the Owner/Developer herein is entitled to forfeit the **Booking Amount** along with applicable taxes (“**Cancellation Fees**”). The amount of applicable GST/taxes paid by the Owner/Developer to the competent authority, for which the demand has already been raised by the Owner/Developer, will also be deducted from the amount paid by the Allottee at the time of refund in the event of cancellation of the apartment/unit. The amount of the aforesaid applicable GST/taxes as and when refunded by the competent authority, then it will also be refunded to the Allottee. The balance amount of money paid by the Allottee shall be returned by the Vendor (Owner/Developer) to the Allottee within **45 (forty-five) days** from the date of confirmation made by the Vendor (Owner/Developer) to the Allottee/Purchaser against the Application for cancellation.
- vi. **Compensation** - The Owners/Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Project is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Owner/Developer fails to complete or is unable to give



possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the Owner/Developer within the Committed Possession Date, as specified in para 7.1 above; or (ii) due to discontinuance of business as a developer on account of suspension or revocation of the registration under the Act, or, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, the Owner/Developer shall be liable, to return the total amount received by him in respect of the Apartment, on demand to the Allottees, with interest at the rate prescribed in the Rules including compensation in the manner as provided under **the Act** within **45 (forty-five) days** of it becoming due.

- vii. **Cancellation by Owners/Developer** – The Allottee agrees that the Owner/Developer shall be entitled at its option to cancel this Agreement at any time in the following cases :-
- i. If the delay or default of the Allottee to honour any Demand Letter issued by the Owner/Developer in terms of this Agreement continues for a period more than 3 (three) months of such Demand Letter, whether or not any reminder has been given by the Owners/Developer to the Allottee in respect thereof;
  - ii. If the Allottee is found to be of unsound mind or declared to be insolvent;
  - iii. If the amounts paid by the Allottee is found to be from unlawful sources;
  - iv. If the Allottee is found to have misrepresented any facts in the Application Form or at any other stage to the Owner/Developer.
  - v. If the Allottee does or causes to be done by any party known to him any unparliamentarily act, deed or thing or behave inappropriately or corresponds or communicate in a manner that would in any manner affect or prejudice or defame the building/ project or the Owner/Developer or its representatives. In the event the Allottee does or omits to do any such act, deed or thing then the Owner/Developer shall without any prejudice to any other rights or remedies available in law, have the option to terminate this agreement sending the notice of termination of this Agreement.
  - vi. In the event the construction of the wing/floor/building in which the unit is located has been stopped for a period of more than one (1) year due to applicable law or force majeure, the Owner/Developer shall have the option to terminate this agreement.
  - vii. This agreement can be terminated by the Owner/Developer if any default occurs as per clause 9.3 as mentioned below. In any of the aforesaid cases {except clause 7.vi.}, the Owner/Developer shall be entitled to deduct the Cancellation Fees and pay the balance amounts to the Allottee within **45 (forty-five) days** from the date of such termination / cancellation.

**8. REPRESENTATIONS AND WARRANTIES OF THE OWNER /DEVELOPER:** The Owners/Developer hereby represents and warrants to the Allottee as follows:

- i. The Owner/Developer has absolute, clear and marketable title with respect to the said Project Land and the requisite lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- ii. The said Land of the project is free from all encumbrances.
- iii. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Developer has been and shall, at all times, remain to be in compliance with all

applicable laws in relation to the Project, Project Land, buildings and apartment and the Common Areas;

- iv. The Owner/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may be prejudicially affected;
- v. The Owner/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Apartment, which will in any manner affect the rights of the Allottee under this Agreement;
- vi. The Owner/Developer confirms that the Owner/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- vii. Subject to the Allottee complying with his/her/their obligations contained in this Agreement, the Owners/Developer shall, on registration of the Conveyance Deed of the said Apartment, hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee;
- viii. The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- ix. The Owners/Developer has duly paid and shall continue to be liable to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the date of handover of the unit/apartment/ or the date of registration of the same in favour of the allottee/purchaser whichever is earlier.
- x. As of this date, 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 Owners/Developer in respect of the said Land and/or the Project Land.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure clause, the Owner/Developer shall be considered under a condition of default, in the following events:

- i. The Owners/Developer fails to provide possession of the Apartment to the Allottee within the Committed Completion Date as specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the concerned Authority. For the purpose of this para, 'possession' shall mean that the Apartment shall be in a habitable condition which is complete as per specifications of this agreement and for which completion certificate will be issued by the competent authority.
- ii. Discontinuance of the Owner/Developer's business as a developer at any stage of the Project on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of default by the Owner/Developer at any stage under the conditions listed above, the Allottee is entitled to the following:

- a. Stop making further payments to the Owner/Developer as demanded by the Owner/Developer. If the Allottee stops making payments, the Owner/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the

next payment without any interest, Provided That nothing herein contained shall entitle the Allottee to stop payment of the amounts payable for the previous stages or previous milestones as per the Payment Plan; or

- b. The Allottee shall have the option of terminating the Agreement in which case the Owner/Developer 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 the Rules **within 45 (forty-five) days** from the date of confirmation made by the Vendor (Owner/Developer) to the Allottee/Purchaser against the Application for cancellation/termination will be made. Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Owners/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Owners/Developer to the Allottee within 45 (forty-five) days of it becoming due.

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

- a. In case the Allottee fails to make payments in accordance with the demands made by the Owner/Developer from time to time as per the Payment Plan mentioned in Part III of the **FOURTH SCHEDULE** hereto, despite having been issued Demand notice in that regard. The Allottee shall be liable to pay interest to the Owner/Developer on the unpaid amount at the rate prescribed in the Rules from the date of default till actual payment is made;
- b. In case of default by Allottee under the condition listed above for a period beyond 3 (three) consecutive months, the Owner/Developer may cancel the allotment of the Apartment which is in favour of the Allottee and refund the balance money paid to Owner/Developer by the Allottee after deducting Cancellation Fees as mentioned in clause no. 7.5 hereinabove and this Agreement shall thereupon stand terminated and the Owner/Developer shall be eligible to allot the said Apartment to other intending Allottee.
- c. The Allottee hereto agree that all information, documents etc. exchanged to date and which may be exchanged including but not limited to the contents of this agreement and any documents executed in pursuance thereof (confidential information) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the written consent of the Owner/Developer. The confidentiality obligation under this clause shall survive even after the handing over of the unit and is legally binding on the Allottee and shall always be in full force and effect. Allottee shall not make any public announcement regarding this agreement without the prior consent of the Owner/Developer. Nothing contained hereinabove shall apply to any disclosure of confidential information if such disclosure is required by law or by any statutory authority or has entered public domain in connection with any litigation.

**10. CONVEYANCE OF THE SAID APARTMENT:** The Owners/Developer, after completion of the apartment/unit in habitable condition as mentioned herein before, will call upon the Allottee to make payment of balance of the Total Price and other amounts agreed to be paid by the Allottee under or pursuant to this Agreement and to get the Deed of Conveyance of the said Apartment registered in his name within 3 (three) months of the Project Completion Date and/or the date of delivery of possession of the unit/apartment whichever is earlier. The Owner/Developer shall on receipt of the Total Price of the Apartment as per this

Agreement from the Allottee, execute the Deed of Conveyance and convey the title of the said Apartment together with right to use the Common Areas in favour of the Allottee. However, in case the Allottee has taken possession of the said Apartment but fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice so as to enable the Owners/Developer to have the Deed of Conveyance of the said Apartment registered in his favour, the Owners/Developer shall be entitled to proceed against the Allottee in accordance with the applicable law and the Allottee agrees to indemnify and keep the Owner/Developer saved, harmless and indemnified of/from and against all administrative charges, actions, suits, proceedings, costs, claims, demands and damages, which the Owners/Developer may suffer or be put to due to such inaction and/or default of the Allottee.

**10.1. COMPULSORY REGISTRATION OF AGREEMENT FOR SALE OF THE SAID APARTMENT:** After execution of the “Agreement for Sale” between the Vendor ( Land Owner/Developer) and the Allottee (s) / Purchaser(s), the aforesaid Agreement for Sale must be registered as per applicable laws within 15 (Fifteen) days from the date of its execution. If he/she/they fails/fail to deposit the stamp duty and/or registration charges within the above mentioned period , the Owner/Developer shall be entitled to proceed against the Allottee (s) / Purchaser(s), in accordance with the applicable law and the Allottee agrees to indemnify and keep the Owner/Developer saved, harmless and indemnified of/from and against all administrative charges, actions, suits, proceedings, costs, claims, demands and damages, which the Owners/Developer may suffer or be put to due to such inaction and/or default of the Allottee.

**11.MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:** The Owner/Developer shall be responsible to provide and maintain essential services in the said Project till the taking over the maintenance of the said Project by the association after the issuance of the completion/occupancy certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment in the form of Maintenance Charge Deposit for **1 (one) year** of estimated costs. In case the formation of the Association is delayed beyond the said period, the Owners/Developer shall continue to manage and maintain the essential services in the said Project till the Association is formed and the said Project generally and the Common Areas in particular are handed over to the Said Association and the Allottees shall be liable to pay to the Owner/Developer the charges for such maintenance and other purposes (if any) as fixed by the Owner/Developer.

**12. DEFECT LIABILITY:**

- a. 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 Owner/Developer as per the Agreement for Sale relating to such development is brought to the notice of the Owner/Developer within a period of **5 (five) years** by the Allottee from the date of Deemed possession date or date of taking possession by the Allottee whichever is earlier, save those as mentioned in clauses 12.b below, it shall be the duty of the Owner/Developer to rectify such defects without further charge, within **30 (thirty) days** from the date of notice to the Owner/Developer . In the case it is not possible to rectify such defects, then the Allottee shall be entitled to receive reasonable compensation from the

Owner/Developer for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the project architect.

- 12.b The Owner/Developer shall not be liable to rectify any defect occurring under the following circumstances:
- i. If there are changes, modifications or alteration in plumbing lines, pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Owner/Developer will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - ii. If there are changes, modifications or alteration in electrical lines and wirings after said possession to the Allottee, the Owner/Developer will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - iii. If there are changes, modifications or alterations in doors, putting up outside grills on the windows or other related items, then the Owner/Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - iv. If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Owner/Developer;
  - v. Cracks developing on joints of brick walls and RCC beams or columns or vertical Bands or horizontal Bands arising out of different materials which have different coefficient of expansion and contraction, any such cracks being normal in buildings and need to be repaired by Allottee or Association from time to time, as the case may be, Provided However that any cracks which develops for reasons other than as mentioned above, the Owner/Developer shall get it rectified at its own cost.
  - vi. If the materials and fittings and fixtures provided by the Owners/Developer are not being maintained or used by the Allottee or his / her agents in the manner in which same is required to be maintained or used.
  - vii. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Owner/Developer in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuation or other reasons not under the control of the Owner/Developer and not amounting to poor workmanship or manufacture thereof.
  - viii. If the Project Architect(s) certifies that the defects for which complaint is made by the Allottee are not the manufacturing defects or due to poor workmanship or poor quality.
  - ix. There being any deterioration in the quality or functioning of any electrical or mechanical systems, instruments, appliances and/or gadgets installed in the Project or the Apartment due to normal wear and tear and/or any physical damage thereto.

- x. If the Allottee or their representatives/agents of the project executes or causes any work including but not limited to any addition and/or alteration which causes any damage and or other defects in the project/unit/apartment /common areas/other units , arising as a direct or indirect consequence of such alterations or changes for which the owner/Developer will not be responsible in any way and the association(upon formation)/Developer will decide the amount of penalty which will be borne by the Allottee.
- xi. Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Owner/Developer and without giving the Owner/Developer the reasonable opportunity to inspect, assess and determine the nature of purported defects in the Apartment, alters the state and condition of the area of the purported defect, then the Owner/Developer shall be relieved of its obligations contained in clause 15 hereinabove.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Owners/Developer / Maintenance Agency / Association, as the case may be, shall have the right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee also agrees to permit the Owner/Developer / association and/or maintenance agency 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.

**14. USAGE: Use of service / reserved areas:** The service / reserved areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipments (if any) etc. and other permitted uses. The Allottee shall not be permitted to use the service areas in any other manner whatsoever.

**15. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- a. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or allow to be done anything in or to the Building, or the Apartment, or the Common Areas, including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or any law in force or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good condition and 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.
- b. The Allottee further undertakes, assures and guarantees that he/she would not put-any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls, paint the exterior side of the windows, put up box grills, or carry out any change in the exterior elevation or design. Further the Allottee shall not

store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove/damage/alter any floor, beam, column, wall, and load bearing wall (if any) or structural element of the Apartment.

- c. The Allottee shall plan and distribute his electrical load and use electrical equipments, within the Apartment in conformity with the electrical specifications as provided. The developer shall be not responsible for any loss or damage arising out of misuse or inappropriate use of electrical items/points, overloading the electrical wiring beyond their rated capacity. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- d. Cable/Broadband Connection: The Owner/Developer shall make provisions for only one DTH service provider or one cable connection service provider, as selected by the Owner/Developer, for providing the services of cable TV and broadband in the Project. The Allottee shall avail services only of such service providers and will not be entitled to fix any separate antenna, equipment or any gadget of any other service provider on the roof or terrace of the Building or on the outer / external walls of the Building or in any part of the said Apartment.

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**17. ADDITIONAL CONSTRUCTIONS:** The Allottee agrees that, in addition to all minor changes, as provided in the Act, the Owners/Developer shall have the right to make additions and/or alterations or to put up additional structure(s)/constructions anywhere in the Project subject to condition that revised building plan has been approved by the competent authority(ies) as per rules provided in the Act, as amended from time to time which the Allottee agrees.

**18. OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:** During the subsistence of the Agreement for Sale, subject to its right to obtain project loan as above, the Owner/Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of the Agreement. This may however not restrict the Owner/Developer in creating any charge, mortgage, lien over or in respect of any other apartment or spaces of the Project in terms of the Act or Rules. Srinivaas Infra Developers Pvt. Ltd. (The Developer) and Tirupati Properties (The Land Owner) have availed a Selective Inventory funding from Indiabulls Commercial Credit Limited. The Developer / Land Owner will provide, the NOC from Indiabulls Commercial Credit Limited to the purchaser, if required, for housing loan.

**19. APARTMENT OWNERSHIP ACT:** The Owners/Developer 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 Owner/Developer will show compliance of various laws/regulations as applicable in West Bengal such as WBHIRA,2017.

**20. BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Owner/Developer does not create a binding obligation on the part of the Owners/Developer or the Allottee until the Allottee signs

and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Owners/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee then the Owners/Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever after deducting cancellation/termination charges as specified in this agreement, which is the sole discretion of the Developer /Owners.

- 21. ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment, as the case may be.
- 22. RIGHT TO AMEND:** This Agreement may only be amended by written consent of the parties.
- 23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer/rent/lease, as the said obligations will go along with the Apartment perpetually for all intents and purposes.
- 24. WAIVER NOT A LIMITATION TO ENFORCE:**
- 24.1. The Owner/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [**FOURTH SCHEDULE**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner/Developer in the case of one Allottee shall not be construed to be precedence and/or binding on the Owner/Developer to exercise such discretion in the case of other Allottees.
- 24.2. Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 25. SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.



- 26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in 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.
- 27. FURTHER ASSURANCES:** All parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 28. PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Owner/Developer through its authorized signatory (if any), at the Owner/Developer's office, or at some other place as mutually agreed between the parties, in Kolkata after the Agreement is duly executed by the Allottee and the Owner/Developer in terms of Para 23 hereinbefore. Hence this Agreement shall be deemed to have been executed at Kolkata.
- 29. NOTICES:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been duly served by speed post, or registered post or by email at their respective addresses as mentioned herein above or as notified in writing. It shall be the duty of the parties to inform each other of any change in the respective address mentioned herein above in this agreement by registered post or speed post or email which all communications and letters posted at the above address shall be deemed to have been received by the parties, as the case may be. None of the parties shall be entitled to raise any objection as to service of the notice deemed to be having been served as aforesaid.
- 30. JOINT ALLOTTEES:** That in case there are joint Allottees, all communications shall be sent by the Owner/Developer to the Allottee whose name appears first and at the address/mail id/ mobile number given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- 31. SAVINGS:** Any application letter, allotment letter, agreement or any other document signed by the Allottee, in respect of the Apartment, prior to the execution of this "Agreement for Sale" for such apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules and regulations made thereunder.
- 32. GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the rules and regulations made there under including other applicable laws for the time being in force.

**33. DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act 1996 and/or be settled through the Authority appointed under the WBHIRA, 2017.[This Agreement has additional terms and conditions however they are not in derogation of or inconsistent with the terms and conditions set out or the Act and the Rules and Regulations made under WBHIRa Act 2017]

**34. COMMON AREAS AND ITS HAND OVER TO THE ASSOCIATION:** The maintenance of the Common Areas of the said Project shall be handed over to the Association after formation of such association (the “**Association**”). The Allottee will be required to complete the formalities of becoming a member of the Said Association and also to comply with the Rules and Bye-laws of the Association including payment of any fees to become member or shareholder of such Association.

The Owner/Developer shall at an appropriate time within a maximum period of **1 (one) year** of the Project Completion Date, notify the detailed scheme of formation of the Association to the Allottee (as also to all other Allottees of other apartments of the Project) in accordance with the rules and regulations of the applicable act so as to enable them to constitute/form such Association.

**35. INTERIM MAINTENANCE PERIOD:** During the interim maintenance period between obtaining of the completion certificate of the Project and formation of the Said Association, the Owner/Developer shall through itself or through a facility management company, run, operate, manage and maintain the Common Areas in the manner as follows:

- a. The Owner/Developer shall be responsible for the maintenance and operation of the Common Areas including for providing the required manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on “pay by use” basis, if any.
- b. The maintenance and management of Common Areas will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, Security features, driveways, parking areas, lobbies, lifts and staircases.
- c. The Rules / Bye Laws to regulate the use and maintenance of the Common Areas shall, during the interim maintenance period, be framed by the Owner/Developer with such restrictions and charges as may be deemed necessary for proper maintenance.
- d. After the Common Areas of the Project are handed over to the Association, the Association may adopt the rules and the bye-laws framed by the Owner/Developer, with or without amendments, as may be deemed necessary by the Association.

**36. COMMON AMENITIES AND FACILITIES:**

- a. The Building at the said Project Land being developed by the Owner/Developer shall contain amenities and/or facilities which will be used and enjoyed by the Allottee(s) and/or their family members in common with the other allottees of the Project and/or their respective family members.
- b. The Allottee agrees that he shall always during the period of his ownership of the said Apartment follow, observe and abide by the rules and regulations framed by the Owners/Developer for the time being and by the Association upon its formation.

- 37. OTHER TERMS AND CONDITIONS:** The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Owner/Developer and Allottee to be respectively paid, observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the sub-clauses in clause 37 hereinafter contained shall prevail).
- a. **Extras & Deposits:** The amounts payable by the Allottee to the Owners/Developer in addition to the Total Price of Apartment, as referred to in **FOURTH SCHEDULE** of this Agreement, shall be paid along with applicable taxes by the Allottee to the Owners/Developer in the following manner:
    - i. **Sinking Fund for Maintenance:** An amount calculated on total carpet area of the Apartment towards Corpus Fund shall be paid by the Allottee to the Owners/Developer on or before the time of taking possession of the said Apartment or as demanded. The Owner/Developer will hand over this fund to the Association(as and when formed) upon its formation without any interest.
    - ii. **Maintenance Charges Deposit:** An amount calculated on the carpet area of the said Apartment shall be paid by the Allottee as maintenance charges deposit estimated for One Year. This amount is payable by the Allottee to the Owners/Developer on or before Possession Date or as demanded. In case the maintenance charges/tax increase, the Allottee shall have to pay the increased amount of maintenance charges to the Owner/Developer. The Owner/Developer or the association maintaining the said Project shall raise bills on monthly basis with taxes (as applicable).
    - iii. **Documentation Charges:** The sum shall be paid by the Allottee as costs for preparation of this Agreement for Sale and also the Deed of Conveyance of the said Apartment including all documents in connection with or related to the sale of the said Apartment by the Owners/Developer to the Allottee. Out of the said total amount half shall be paid by the Allottee together with taxes, if any, at or before the execution hereof and the balance sum together with taxes, if any, shall be paid before registration of the Deed of Conveyance or the Possession Date, whichever is earlier. This charge however is not inclusive of any out of pocket expenses and also the expenses to be incurred by the Allottee for registering this Agreement for Sale in respect of the said Apartment, which shall be payable separately by the Allottee to the Owner/Developer within 7 (seven) days of being called upon to do so.
    - iv. **Additional Work:** The cost of any additional work done or any re-work done at the instance of the Allottee in the said Apartment, in addition to those mentioned in the Specifications as per the **FIFTH SCHEDULE** hereto at the request of or with the consent of the Allottee, including, but not limited to, the expenses of having the Plan modified if required for such Additional Work ("**Rule 26 Charges**") shall be payable by the Allottee to the Owner/Developer, as and when demanded by the Owners/Developer.
    - v. **Electrical Meter Connection/Deposit charges:** Separate meter deposit as demanded by Competent Authority shall be paid by the Allottee for their own separate meter.
    - vi. **Fit-out Charges (optional):** In case construction of the Said Apartment allotted to the Allottee is complete, but the remaining project work still being under progress and the Allottee intending to carry out / execute interior decoration works in the Said Apartment, then on application coupled with undertaking made by the Allottee in such form as may be required by the

Owners/Developer, the Owners/Developer may at its sole discretion and subject always to receipt of payment of the Total Price, Extras and Deposits and any other amount that may be due and payable by the Allottee to the Owners/Developer under, pursuant to or in terms of this Agreement, allow access of the Said Apartment to the Allottee for such interior decoration works and fit-out purpose only. In such case, the Allottee shall have to pay Fit-out charges (plus taxes as applicable) on monthly basis as fixed by the Owner/Developer, being the charges to facilitate availability of certain basic facilities like electricity, cleaning of rubbish etc required to carry out such fit-out and interior decoration works. The Fit-out charges will be charged till the Project Completion Date or until the Allottee stops accessing the Said Apartment, whichever is earlier.

- vii. **Interest on Delayed Payment:** In case interest is charged on the Allottee on any payments in terms of this Agreement, the Allottee shall be liable to pay GST/taxes as applicable on such interest. The interest together with applicable GST/taxes shall be paid immediately on demand made in that respect by the Owners/Developer to the Allottee.
- viii. **Cheque dishonor charges:** In case any cheque deposited by the Allottee with the Owners/Developer is returned dishonored, a sum of Rs.1,000/- plus GST/taxes as applicable shall be charged from the Allottee irrespective of the reason of such cheque dishonor and the Allottee agrees to pay such sum immediately on demand by the Owners/Developer.
- ix. **Mechanical Car Parking Maintenance Deposit:** The Owners/Developer admits and agrees to pay the following amount towards Mechanical Parking Maintenance Deposit to the Association (upon formation) an amount of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand) only per system. The Association upon its formation shall be liable to run and maintain the Mechanical Parking System out of the interest amount generated by this deposit. In future if the amount of aforesaid interest is not/will not be sufficient for the maintenance of the parking system then the association may enhance the said deposit amount and the allottee is/will be liable to pay/deposit further the same and in this regard the decision of the association will be final and binding.
- b. **DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE MAINTENANCE PERIOD:** Failure to pay Maintenance Charges, Electricity Charges, DG usage charges, , Facility Usage charges, within due dates may result in withdrawal/ restrictions/ disconnections/ discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at 1% per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment. Moreover, if the default continues for more than 3 months, then the Owner/Developer / Association may;
  - i. Adjust the Maintenance Fund of the Allottee for making payments for common purposes and later replenish the same by asking further payment from the allottee/s.
  - ii. In case, Allottee is a regular defaulter, ask Allottee to make further investment of Maintenance fund or ask for advance payments of maintenance charges as the Owner/Developer/association as the case may be deemed fit.
  - iii. Restrict the use of all common amenities and facilities like lift, housekeeping, security etc. as it may be deemed fit, till the total liability is cleared.

- iv. The Association, in case of maintenance amount is due for more than 3 months, may put up notices at prominent places in the project or newspaper/circulate among other Allottees about the amount outstanding against the maintenance due by the Allottee and subsequent withdrawal of common facilities like DG electrical connection, lift facility, housekeeping, security etc. as it may deem fit .
- c. **Payment of Total Consideration Price prior to Possession:** The Allottee agrees and covenants not to claim any right or possession over and in respect of the said Apartment till such time the Allottee has paid the entirety of the Total Price and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Owner/Developer shall not be under any obligation to handover possession of the said Apartment.

### 38. COVENANTS:

- a. **Allottee's Covenants:** The Allottee covenants with the Owner/Developer (which expression shall for the purpose of include the Association, wherever applicable) and admits and accepts that:
- b. **Allottee aware of and satisfied with Common Areas, amenities and facilities and specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas, amenities, facilities and specifications and all other ancillary matters including the right, title and interest of the Owner/Developer to the Project Land and the Project approvals, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment. The Allottee further agrees and understands that the Owner/Developer(at its own cost and maintenance) shall at all times hereafter be entitled to put up and display its brand name and logo on the ultimate roof of the said building or at the main entrance of the building or some other conspicuous place in the common area and the Allottee shall not under any circumstances obstruct to such display or object the free movement of the Owner/Developer or its men and agents within the Project premises for accessing such signages and/or display boards.
- c. **Allottee to mutate and pay rates & taxes:** The Allottee shall pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation, within **30 (thirty) days** from the date of taking conveyance deed of the said Apartment (Date Of Conveyance) and pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Owners/Developer/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.
- d. **Allottee to pay maintenance charge:** The Allottee shall pay maintenance charge on the basis of bills to be raised by the Owners/Developer or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1)

the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Owner/Developer or Association (upon formation).

- e. **Charge / Lien:** The Owner/Developer shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Owners/Developer provided however, if the said Apartment is purchased with assistance of a financial institution, then such charge / lien of the Owners/Developer shall stand extinguished on the financial institution provided all dues payable to the Owners/Developer are cleared by the Allottee and/or such financial institution.
- f. **No right of or obstruction by Allottee:** All open areas in the Project proposed to be used for open car parking spaces and as sanctioned by the authorities do not form part of the Common Areas within the meaning of this Agreement. Moreover, the Allottee shall not be entitled to object or hinder the entry to and access of any common areas or portions of the Project Land/unit or any part thereto to any service provider for the purpose of carrying out any repairs / replacement / maintenance / changes / additions / alterations to the services, facilities and amenities provided by them at the Project Land/unit and the Owner/Developers / association (upon formation) shall issue NOC for carrying out their work whenever required by such service provider. Any resultant repair and/or touch-up work required to be carried out pursuant to such repairs / replacement / maintenance / changes / additions / alterations by any service provider, unless the same has been done by such service providers, shall be carried out by the Association at its own cost and the Allottee agrees to bear the proportionate cost thereof.
- g. **Variable Nature of Land Share and Share In Common Areas:** The Allottee fully understands and accepts that (1) the undivided proportionate share or interest of the Allottee in the said Project Land (for short "the said Land Share") shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all apartments in the Project, (2) if the area of the Project is recomputed by the Owner/Developer or if any additional areas are built as provided under the Act, then and in such event, the Land Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share, (4) the Land Share and share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Owner/Developer, in its absolute discretion.
39. **LEGAL EXPENSES:** - All the expenses towards stamp duty, registration charges/fees and documentation charges and legal fees thereto will be borne by the Allottee alone.
40. **TO HANDOVER ONE SET OF KEYS OF CAR TO THE ASSOCIATION:** The Allottee undertakes and covenants that he/she/they will hand over one set of keys of their car to the association for emergency removal of car in case of fire or other exigencies and for smooth ingress and egress of car/s. If the Allottee does not comply this term, he will be solely responsible for the consequences, damages and legal litigations.
41. **NOT TO RAISE ANY OBJECTION AGAINST EMERGENCY ENTRANCE IN THE UNIT/APARTMENT:** The Allottee shall not raise any objection against emergency entrance in the

apartment by the association in an unavoidable circumstance under the presence of 5 (five) members of the association only in case of absence of the Allottee or inhabitants of the unit/apartment.

**42. DEPOSIT OF T.D.S. BY THE ALLOTTEE/PURCHASER(S) :** As per the insertion of new Section 194IA of the Income Tax Act in reference to the Union Budget 2013 -14 , the Allottee/Purchaser(s) at its own responsibility shall deposit T.D.S. levied for their Apartment/Unit to the concerned authority and thereafter they will submit the payment receipt to the office of the Developer/Developer within 15(fifteen) days from the date deposit. If the allottee does not comply with the same, they will solely be liable for the consequences arising for this reason in future.

**43. OBLIGATION OF ALLOTTEE:**

**The Allottee shall:**

- a. **Co-operate in management and maintenance:** Co-operate in the management and maintenance of the Common Areas facilities and amenities of the Project by the Owner/Developer/Association (upon formation), as applicable.
- b. **Observing Rules:** Observe the rules framed from time to time by the Owner/Developer/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities of the project.
- c. **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of possession, wholly for the Said Apartment and proportionately for the Common Areas, facilities and amenities.
- d. **Meter and Cabling:** Draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Owner/Developer or to other apartment/allottees. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Owner/Developer/Association (upon formation).
- e. **Use of the Apartment:** Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for any purposes other than that as may be sanctioned or permitted by the competent authority. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, godown of any type, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- f. **Maintenance of Apartment:** Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment at the cost of the Allottee.
- g. **Use of Common Toilets:** Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- h. **Use of Spittoons / Dustbins:** To spit or accumulate the dust, rubbish, wastes and other refuses, use the spittoons / dustbins located at various places in the Project.

- i. **No Alteration:** Not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment including Balcony colour and the scheme of the said building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.
- j. **No Structural Alteration and Prohibited Installations:** Not to alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Owner/Developer and/or the Association coming to know (before or after deed of conveyance) of any change made by the Allottee then the Owner/Developer and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- k. **Fitting Air Conditioning Unit:** Not to install any window/split air-conditioning units anywhere in the said Apartment other than specified areas. The water outlet of the air conditioner unit shall have to be put in such a manner that it does not cause any inconvenience/damage to other unit/apartment owners or building. The Developer will provide on payment of extra ac ledge charges (mandatory) for the outdoor split AC ledge. The allottee/s or its nominee/tenant are not allowed to damage the outside wall of the building for fixing outdoor split AC.  
The Developer as per its choice may provide A.C. Machine to the Allottee/Purchaser(s) at free of cost ( as Free Gift) for one time at the time of delivery of the possession of their apartment/flat (s) but is not liable for its installation or repairing or servicing in future. Warranty of the aforesaid A.C. Machine will be given only by the manufacturer or its seller. In this case the Developer may only help to the Allottee/Purchaser(s) by giving contact number and/or address of the manufacturer or its seller.
- l. **No Grills:** Not to install any box grill on the balcony or verandah/window or to obstruct any common area or entry or exit by putting goods or materials of any kind.
- m. **No Sub-Division:** Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- n. **No Change of Name:** Not to change / alter / modify the name of the Building that is mentioned in this Agreement herein before.
- o. **No Nuisance and Disturbance:** Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Owner/Developer or other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- p. **No Storage:** Not to store or cause to be stored and not place or cause to be placed any goods, articles or things including shoe cabinets and cycles,sofa,almirah,garbage,comstable materials etc in the Common Areas including floor corridors and staircases or areas immediately outside the main entrance of the said Apartment and areas under ground staircase, parking areas etc.
- q. **No Obstruction to Owner/Developer/Association:** Not to obstruct the Owner/Developer/ Association (upon formation) in their acts relating to the Common Areas, amenities and facilities and



- not obstruct the Owner/Developer in constructing/repairing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.
- r. **No Obstruction of Common Areas:** Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.
  - s. **No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Owner/Developer / Association (upon formation) for the use of the Common Areas, amenities and facilities.
  - t. **No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated thereof.
  - u. **No Injurious Activities:** Not to carry on or cause to be carried on any obnoxious, illegal, immoral or injurious activity in or through the said Apartment, the Car Parking Space, common areas including but not limited to acts of vandalism, putting up posters and graffiti.
  - v. **No Storing Hazardous Articles:** Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building/Project.
  - w. **No Signage:** Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefore provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.
  - x. **No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
  - y. **No Installing Generator:** Not to install or keep or run any personal generator in the said Apartment or any part of the Project.
  - z. **No Misuse of Water:** Not to misuse or permit to be misused the water supply to the said Apartment/Project. in case of allottee not being present in their apartment for a considerable time then it's the duty of the allottee to close all water points so that no water is wasted.
  - aa. **No Damage to Common Portions:** Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same as decided by the Owner/Developer or the Association.
  - bb. **No Hanging Clothes:** Not to hang or cause to be hung clothes in Common Areas. The Allottee shall not be allowed to hang clothes outside the balcony .
  - cc. **No Smoking or spitting in Common Areas:** Not to smoke or spit in Common Areas of the Project and also not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins / spittoons after ensuring that the fire is fully extinguished from such cigarettes.
  - dd. **No Plucking Flowers:** Not to pluck flowers or stems from the gardens of the project (if any).
  - ee. **No Littering:** Not to throw or allow to be thrown litter in the Common Areas of the said Building / Project.
  - ff. **No Trespassing:** Not to trespass or allow the trespassers over any areas exclusively allotted to any Allottees or retained by the Owner/Developers in the Project.

- gg. **No Overloading Lifts:** Not to overload the passenger lifts and to move goods only through the service lifts(if any) and/or staircase of the Building.
- hh. **No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire and to participate in fire drills as and when required.
- ii. **No Covering of Common Portions:** Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- jj. **Pay Goods & Service Tax:** To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Owner/Developer / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.
- kk. **Not to be Identified Mechanical Car Parking:** The Owner /Developer at the request of the Allottee, may grant the right to use unidentified (upper or lower) mechanical car parking for a particular system (identified) for which the Allottee is not entitled to raise any objection.
- ll. **Notification regarding Letting / Transfer:** The allottee can let out or transfer the said Apartment for residential purpose only and if the Allottee lets out or transfers then the Allottee shall immediately notify the Owner/Developer/Association (upon formation) and the local police station of the tenant's/transferee's address and telephone number along with a copy of Aadhaar Card/Voter ID Card as proof of his/her/their/its Identity. It is the responsibility of the Allottee to ensure that any such tenant / transferee abides by the terms and conditions of this Agreement and/or the rules and regulations of the Association. The Allottee can let-out or transfer only after clearance of all upto date dues of the Owner/Developer / Association (upon formation).
- mm. **No Right in Other Areas:** The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building save and except the said Apartment and the share in the Common Areas.
- nn. **No Objection to further Construction on the Roof:** The ultimate roof of the building shall belong to and remain under the control and maintenance of the association but Owner/Developer shall have the right to make construction on the said floor with necessary permission from concerned authorities. The Allottee shall have no objection to such construction on the ground of nuisance, inconveniences or otherwise provided that in making such construction if it is necessary to shift the water reservoir on the roof of the newly constructed floor, the Owner/Developer shall ensure that there shall be no disruption of water supply at any stage of such construction. The apartment/units and accommodation in the newly constructed floor shall belong to the Owner/Developer absolutely with right to dispose off the same and the Owner/Developer thereof shall be entitled to proportionate share in the common areas and facilities mentioned in the **THIRD SCHEDULE** hereto and shall be proportionately liable for all taxes, costs, expenses and charges mentioned in the **SIXTH SCHEDULE** hereto. The Allottee shall be entitled to access/use the ultimate roof of the building for their use with the prior permission of the association.
- oo. **Not to Alienate and/or let out the Car Parking :** The Allottee cannot under any circumstances alienate his/her/their/its Car Parking Space from the unit and will not let out the same to the outsiders and/or none but the Allottee and his or her nominee or flat's tenant will be allowed to park their Cars at their Car Parking Space.

pp. **Indemnity:**

- i. The Allottee shall keep the Owner/Developer indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Owner/Developer and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any misrepresentation by the Allottees, negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.
  - ii. The Allottee shall keep the Owner/Developer indemnified of from and against all actions, proceedings, claims, demands, costs, charges and expenses proceedings made against or suffered by the Owner/Developer and/or the Association (upon formation) relating to the matter of submitting TDS , levied for their Apartment/Unit of the said Building/Project, mentioned in the Schedule hereunder written, to the concerned authority.
- qq. **Change in Plan:** The Allottee agrees that the Developer/Owner may make amendments to the plans or layouts of the building/project as required for the execution of the project or as may be directed by the competent authorities. The Allottee gives his/her/their consent for such amendments/changes provided that such changes shall not result in change of location of the unit (with respect to its direction on a given floor), lowering of the unit ( with respect to its height above the ground), or reduction/addition of the carpet area more than 3%(three percent ). In case, any change is proposed which adversely impact any of the aforesaid factors, separate, written consent from the Allottee must be obtained.
- rr. **Owners/Developer's Covenants:** The Owner/Developer covenants with the Allottee and admits and accepts that:
- ss. **No Creation of Encumbrance:** During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Owner/Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement. This may however not restrict the Owner/Developer in creating any charge, mortgage, lien over or in respect of any other apartment or spaces of the Project in terms of the Act or Rules.
- tt. **Documentation for Loan:** The Owner/Developer shall provide to the Allottee all available documents pertaining to the said Project so that the Allottee, if eligible, may get loan from banks and financial institutions, if required by the Allottee.
- uu. **Nomination by Allottee with Consent:** The Allottee admits and accepts that before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

- a) **Allottee to Make Due Payments:** The Allottee shall make payment of all dues, including any interest for delay, to the Owners/Developer in terms of this Agreement, up to the time of nomination.
- b) **Lock-in Period:** The Allottee cannot nominate in favour of any Third Party before the expiry of a period of **12 (twelve) months** from the date of this Agreement.
- c) **Prior Written Permission and Tripartite Agreement:** In respect of any nomination, the Allottee shall obtain prior permission of the Owners/Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners/Developer and the Allottee.
- d) **Nomination Fees:** **The Allottee shall pay a sum calculated @ 2% (Two percent only) of the sale price or purchase price whichever is higher, plus GST/taxes as applicable at the time of such nomination of the said Apartment including the area of the servant quarter, if any, as and by way of nomination fees to the Owners/Developer. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, or children of the Allottee. Any additional income tax liability that may become payable by the Owners/Developer due to nomination by the Allottee shall be compensated by the Allottee to the Owner/Developer by paying the agreed compensation equivalent to the income tax payable on such nomination. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above and the Owner/Developer reserves the right to allow/disallow such nomination .**
- 43.48 **Future Contingency and Covenant of Allottee:** The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Owner/Developer may deem appropriate or as may be directed by appropriate authorities or as may be made by the Owner/Developer keeping in mind any extant / proposed laws, rules and regulations. The Allottee agrees to render all cooperation to the Owner/Developer in this regard, including but not limited to sign and/or execute documents and/or deeds as required by the Owner/Developer or the competent authority as and when called upon by the Owner/Developer without any claim demand demur or protest.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**PART – I**

**(Description of the Project Land)**

**ALL THAT** piece and parcel of land measuring an area of 05 Bigahs 16 Cottahs 04 Chittaks 32 Sq.ft; more or less, lying and situate at **Premises No. 9A/1, Uma Kanta Sen Lane, Kolkata-700030**, Holding No- 10/18 Paikpara, Pargana-Kalikata, Police Station - Chitpur, within the limits of Ward No.-4 of the Kolkata Municipal Corporation, District Sub-Registrar Office at Alipore, Addl. District Sub-Registration Office at Sealdah, in the District of South 24Parganas which is butted and bounded as follows :

ON THE NORTH : Beerpara Lane.

ON THE SOUTH : Umakanta Sen Lane.  
 ON THE EAST : Beerpara Lane.  
 ON THE WEST : 9A/2 Umakanta Sen Lane.

**PART – II**

**(DEVOLUTION OF TITLE)**

**WHEREAS** by virtue of a Deed of Conveyance **being No.- 09114, for the Year 2009** which was executed and registered on 23.11.2007 in the office of the Addl. Registrar of Assurances - I, Kolkata, copied in Book No. -I, CD Volume No.- 20, Pages from 8039 to 8064, **The Official Trustee West Bengal, described therein as the Vendor, Maa Anandamoyee Construction, described therein as the Confirming Party**, sold, transferred and conveyed to **Tirupati Properties, described therein as the Purchaser**, **ALL THAT** piece or parcel of land measuring an area of 79 Cottahs 00 Chittak 30 Sq.ft , lying and situate at **Premises No. 9A(Part), Uma Kanta Sen Lane** , Kolkata-700030 and an area of 37 Cottahs 04 Chiattaks 02 Sq.ft; lying and situate at **Premises No. 9B, Uma Kanta Sen Lane, Kolkata-700030, Admeasuring an area of 116 Cottahs 04 Chittaks 32 Sq.ft, more or less**, Police Station - Chitpur, within the limits of Ward NO.-4 of the Kolkata Municipal Corporation, in the District of North 24-Parganas, more fully and particularly described in the schedule thereunder written.

**AND WHEREAS** since the date of purchase the said **Tirupati Properties**, the Owner herein, is/was thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area of 79 Cottahs 00 Chittak 30 Sq.ft , lying and situate at **Premises No. 9A(Part), Uma Kanta Sen Lane** , Kolkata-700030 and an area of 37 Cottahs 04 Chiattaks 02 Sq.ft; lying and situate at **Premises No. 9B, Uma Kanta Sen Lane, Kolkata-700030, Admeasuring an area of 116 Cottahs 04 Chittaks 32 Sq.ft, more or less** , after mutation and amalgamation of both the Premises , it is now known and identified as **Premises No. 9A/1, Uma Kanta Sen Lane, Kolkata-700030**, Holding No- 10/18 Paikpara, Police Station - Chitpur, within the limits of Ward No.-4 of the Kolkata Municipal Corporation, District Sub-Registrar Office at Alipore, Addl. District Sub-Registration Office at Sealdah, in the District of North 24Parganas and the said property has a fair and good marketable title and is free from all encumbrances, and has every right to transfer the same to anybody against valuable consideration.

**AND WHEREAS** the said **Tirupati Properties**, the Owner herein, has also mutated its name as the Owner in the Records of the Kolkata Municipal Corporation and after assessment the aforesaid property details of which categorically mentioned in **Part-I of the First Schedule** written hereunder, is marked and identified as “**Premises No.- 9A/1, Uma Kanta Sen Lane, Kolkata-700030**” which is free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner and has fair and good marketable title.

**AND WHEREAS** the said plots of land /premises are free from mortgages, leases, tenancies, occupancy rights, uses, debutters, trusts, claims and liabilities whatsoever and no other person or persons has/have got any right, title and interest in the said premises in any manner or on any account, whatsoever.

**AND WHEREAS** there is no notice of acquisition or requisition received or pending in respect of the said premises or any part thereof and the said premises does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976.

**AND WHEREAS** neither the premises nor any part thereof has been attached and/or is liable to be attached due to income Tax, revenue or any other public demand.

**AND WHEREAS** there is no impediment or obstruction, restriction or prohibition in the Owner/Owners' entering upon any Development Agreement and/or in development and transfer of the said premises so developed.

**AND WHEREAS** thus the Owner was desirous to do all lawful works required for implementation of the Development work either by itself and/or by other contractors appointed by the company and/or in any other manner the company considered fit and proper.

**AND WHEREAS** now the Owner had no interest to develop the said land at its own cost for its personal problem , decided to assign/sell its right, title and interest and /or right to develop of the land as mentioned in the Schedule herein below.

**AND WHEREAS** the said **TIRUPATI PROPERTIES** , the Owner/ First Party, herein , being desirous of utilizing the said premises for gain, had approached **SRINIVAAS INFRA DEVELOPERS PVT. LTD.** the Second Party/Developer herein, who had/has experience in developing lands and constructing multi-storied buildings, flats, apartments, market-complex, shopping mall etc, to develop the said land at its own cost and the Developer had also agreed to develop the said land into a Residential Multi-Storied Building or Buildings/ Complex with various modern facilities on joint venture basis in the ratio mentioned herein above and below for the development of the said Premises mentioned in the **Part-I of First Schedule** at its own expenses and with its expertise, know-how and experience .

**AND WHEREAS** it was mutually agreed that the Developer herein shall execute initially a MOU and subsequently a Development Agreement duly registered and further a Development Power after Registration of Development Agreement.

**AND WHEREAS** as per Meeting held on **12-05-2014** by the Owner, the Partners of the said company had decided and jointly agreed that the development activities will be carried through the Developer mentioned herein above.

**AND WHEREAS** by a resolution passed on **02-06-2014**, by the Board of Directors of the Developer, the company accepted the business proposal for development of land as mentioned in the **First Schedule** herein below and decided to execute the said development work as per the terms and conditions mentioned below.

**AND WHEREAS** accordingly the Developer had herein duly executed a **Memorandum of Understanding**, dated 12.08.2011, wherein the parties have agreed to execute and register a fresh Development Agreement upon deciding allocation amongst themselves.

**AND WHEREAS** upon deciding and agreeing upon the allocations of the saleable area between the Owner and the Developer herein and to erect the multi-storied residential building(s)/complex over the property described in the Part-I of the **FIRST SCHEDULE** herein above, both the Parties (the Land Owner and the Developer) have executed a fresh **Development Agreement being No.-02085, for the Year 2014** which was executed and registered on **27-06-2014** in the office of Addl. District Sub-Registrar, Sealdah, District South 24 Parghanas and recorded in **Book-1, CD Volume No. 5, Pages from 5672 to 5710**. The allocations as agreed, decided and recorded by way of **45:55** Share (Owner's Allocations: Developer's Allocations) as per the said Development Agreement dated **27-06-2014** was made, categorically mentioned in the "**Schedule-B**" therein the aforesaid **Development Agreement** which were equivalent to their original allocation of 45% for the Owner and 55% for the Developer, out of Total Sanctioned Area.

**AND WHEREAS** the Owner herein have further given and executed a **Development Power of Attorney** after Registration of Development Agreement dated **27-06-2014** in favour of **Mr. Anil Gadia**, Director of Srinivaas Infra Developers Pvt. Ltd. (the Developer herein) and registered before the Addl. District Sub-Registrar, Sealdah, District South 24 Parghanas and recorded in **Book-1, CD Volume No. 5, Pages from 5711 to 57230, Being No. 02086 for the Year 2014.**

**AND WHEREAS** for the purpose of the construction of the said multi-Storeyed Building(s) and/or Housing Complex of ownership flats on the said Premises, more fully described in the **Part-I of the FIRST SCHEDULE** written hereunder, the Developer, herein has submitted a building Plan to the K.M.C. and has obtained Sanction of the building plan, vide **Building Permit No. 2014010018, dated-03-05-2014** from the K.M.C. for construction of flats upto **G+XV floor in Block-1 and upto the G+XIV floor in Block-2** at the said premises which has later been regularized and approved by **MBC Meeting No.-506, Item No.- 146/15-16, dated -28-12-2015** for construction of flats on the **16<sup>th</sup> floor in Block-1 ( i.e. upto G+XVI floor in Block-1 and upto the G+XIV floor in Block-2 )** at the said premises.

**AND WHEREAS** thereafter the aforesaid **Building Plan** has subsequently revised/regularized and approved by **MBC Meeting No.-542, Item No.- 221/17-18, dated -11-01-2018** for construction of flats on the **17<sup>th</sup> floor in Block-1 and on the 15<sup>th</sup> & 16<sup>th</sup> floors in Block-2 ( i.e. upto G+XVII floor in Block-1 and upto the G+XVI**

floor in Block-2 ) at the said premises, vide **Building Permit No. 2019010012, dated-02-05-2019** by the **Building Department of the Kolkata Municipal Corporation .**

**AND WHEREAS** thereafter the Owner and the Developer herein have also executed 2(Two) nos of **Supplementary Agreement on 28-04-2015 and 18-12-2015** to change their allocations of the flats.

**AND WHEREAS** the Building Plan consists of flats for residential purpose and provisions for parking cars within the premises and the Specifications of the Building(s).

**AND WHEREAS** after getting regularized and approved Sanctioned Plan from the **Building Department of the Kolkata Municipal Corporation** by **MBC Meeting No.-542, Item No.- 221/17-18, dated -11-01-2018** for construction of flats on the 17<sup>th</sup> floor in Block-1 and on the 15<sup>th</sup> & 16<sup>th</sup> floors in Block-2 ( i.e. upto G+XVII floor in Block-1 and upto the G+XVI floor in Block-2 ) at the said premises, vide **Building Permit No. 2019010012, dated-02-05-2019** , the Owner and the Developer herein have also jointly executed a “**SUPPLEMENTARY DEVELOPMENT AGREEMENT**” on 15<sup>th</sup> July, 2019 for final demarcation and identification of reallocations of their ownership flats . The aforesaid **Supplementary Development Agreement** was executed and registered on 15<sup>th</sup> July, 2019 in the office of Addl. District Sub-Registrar- Sealdah, South 24 Parghanas and recorded in **Book-1, Volume No. 1606-2019 Pages from 101485 to 101517, being Deed No 1606-02766 for the Year 2019.**

**AND WHEREAS** in accordance with the Sanctioned Building Plan, the Developer is going to complete the construction of the said building(s).

**AND WHEREAS** the Owner as well as the /Developer have decided to sell the apartments/units along with the right to use of car parking spaces of the said building as well as proportionate share of the land to the Purchaser(s).

**AND WHEREAS** the Owner as well as the /Developer have framed the terms and conditions for sale of the apartment/units along with the necessary facilities installed in the building as well as the right to use of common areas and common spaces, of the said multi-storied building .

**AND WHEREAS** the Owners/Developer invited offers from intending Purchaser(s) of the said apartment/unit mentioned in the **Second Schedule** herein below, along with the proportionate share of land mentioned in the **First Schedule** along with the right to use of Multi-level Mechanical covered Car Parking Space on the ground floor .

**AND WHEREAS** the Allottee/Purchaser(s) have/has approached the Developer for selling an apartment/unit(s) along with a/an open/covered/MLCP car parking space(s)(if any) of the said building as well as proportionate share of the land , lying and situate at **Premises No.-9A/1, Uma Kanta Sen Lane, Kolkata-700030**, Holding No- 10/18 Paikpara, Pargana-Kalikata, Police Station - Chitpur, within the limits of Ward No.-4 of the Kolkata Municipal Corporation, District Sub-Registrar Office at Alipore, Addl. District Sub-Registration Office at



Sealdah, in the District of South 24 Parganas, morefully mentioned in the **Part-I of the FIRST SCHEDULE** herein above .

**AND WHEREAS** the Vendor/ Developer has agreed to sell and the Allottee/ Purchaser(s) has/have agreed to purchase **ALL THAT** One self-contained residential Apartment/Unit as mentioned in the **Part – I of the SECOND SCHEDULE** hereto , together with undivided proportionate impartible variable share in the land underneath the new Building and together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the “**Common Areas**” , more fully mentioned and described in the **THIRD SCHEDULE** hereto, all hereinafter collectively referred to as the “**SAID APARTMENT/UNIT**” , Together with exclusive right to use of car parking space(if any), more fully mentioned and described in **Part – II of the SECOND SCHEDULE** hereto , Together with all rights of ingress and egress of the project which is known and identified as “**MERIDIAN SPLENDORA**” , constructed on the premises, morefully described in the **FIRST SCHEDULE** herein above , which is free from all encumbrance, charges, liens, lispendences, attachments acquisitions and all other liabilities whatsoever. at or the price of morefully described and mentioned in **FOURTH SCHEDULE** written hereunder .

**AND WHEREAS** accordingly by virtue of this “**Agreement for Sale**” , the Vendor/ Developer has allotted One self-contained residential Apartment/Unit as mentioned in the **Part – I of the SECOND SCHEDULE** hereto , together with undivided proportionate impartible variable share in the land underneath the new Building and together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the “**Common Areas**” , more fully mentioned and described in the **THIRD SCHEDULE** hereto, all hereinafter collectively referred to as the “**SAID APARTMENT/UNIT**” , Together with exclusive right to use of car parking space(if any), more fully mentioned and described in **Part – II of the SECOND SCHEDULE** hereto , Together with all rights of ingress and egress of the project which is known and identified as “**MERIDIAN SPLENDORA**” , constructed on the premises, morefully described in the **FIRST SCHEDULE** herein above , which is free from all encumbrance, charges, liens, lispendences, attachments acquisitions and all other liabilities whatsoever. at or the price of morefully described and mentioned in **FOURTH SCHEDULE** written hereunder.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**(Description of Said Apartment/Unit & Car Parking Space)**

**( Owner’s/Developer’s Allocation)**

**PART-I**

**(Description of the Sealable Apartment/Unit)**

**ALL THAT One self-contained residential Apartment/Unit being No- .....,on the ..... Floor of the Building, admeasuring an area of ..... Sq. ft. CarpetArea excluding the area of the balcony / verandah and comprising of ..... Nos. of exclusive balcony/verandah measuring about.....Sq.ft. carpet area , be the same and little more or less , consisting of \_\_\_\_ Bedrooms, 1(One) Dining cum Living room, \_\_\_\_ Toilets, 1(One) Kitchen, Together with undivided proportionate impartible variable share in the land underneath the new Building and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the “**Common Areas**” , more fully mentioned and described in the **THIRD SCHEDULE** hereto, all hereinafter collectively referred to as the “**SAID APARTMENT/UNIT** ”, hereinafter collectively referred to as the “**SAID PROPERTY**”, demarcated in annexed site **Plan or Map** , bordered with **Red Colour** which will be sold by the above mentioned present Vendors.**

### **PART-II**

#### **"(Description of the said Parking Space"**

Right to use **1(ONE)** no. of Open/ Covered/Mechanical Car Parking Space for medium size cars and/or two wheelers.

### **PART-III**

The estimated date of making of the said Flat ready for the purpose of delivery of possession is on or before **January, 2020** with a grace period of 6(six) months. The aforesaid shall also be subject to Force Majeure.

#### **THE THIRD SCHEDULE ABOVE REFERRED TO:**

#### **PART-I**

#### **(COMMON AREAS )**

**(Common Areas divided proportionately amongst the Apartment Owner/s)**

1. Proportionate share of the land comprised in the said Premises attributable to all the residential apartments/units in the Project.
2. Stair on all the floors.
3. Stair case and stair landings having lighting, fixtures and fittings.
4. Lifts and its Landing and Lift Machine Room, if any.
5. Lift Space/Lift Shafts.
6. Air conditioned Ground Floor Lobby.
7. Swimming Pool
8. Gymnasium
9. Air conditioned Community Hall

10. Air conditioned Kids' Play Area
11. Indoor Games Room
12. Fire Fighting systems and alarms in the common areas if any.
13. Common Passages and Lobbies on the ground and the upper floors for egress and ingress.
14. Corridors, Driveways, Lawns ,Open Spaces, Common Lavatories/ Toilets(if any) in the Ground Floor.
15. Water Pump with motor and Pump House, Overhead Water Tank, Water Pipes and other plumbing installations, Underground Water Reservoir.
16. Electric Wiring, Meters and space for installation of Electric meter on the ground floor and Electrical Sub-Station.
17. Tube well (if any)/KMC Water supply.
18. Water and sewerage evacuation pipes from the flats to the drains, sewers common to the said Building.
19. Boundary walls and gate in respect of the said Premises and all areas or parts of the building required for ingress and egress to and from the respective flats/units including the stair case.
20. Security ghumty/Room (if any)
21. Generator Room
22. Ultimate Common Roof Area and Common Open Terrace.
23. Beam, Columns, Girders and supports.
24. Any other facility and area provided for common use.
25. Security system (if any)
26. Such other equipments, installations, fixtures, fittings and spaces in or within the said building comprised within the said premises as are necessary for passing to the user and occupancy of the Units in common portions for the said building and all other covered and/or open area, which excluded properties shall remain the open area, which excluded properties shall remain the exclusive properties of the seller and owners, right to sell, transfer, let out or dispose of the same.

**PART-II**  
**( AMENITIES AND FACILITIES)**

<b>SECTION A :</b>	<b>Amenities</b>
a)	Air conditioned Ground Floor Lobby.
b)	Swimming Pool
c)	Gymnasium
d)	Air conditioned Community Hall
e)	Air conditioned Kids' Play Area
f)	24 * 7 Security and (CCTV)
g)	Video Door Phone
h)	Free Split AC in bed rooms, living room and dining rooms
i)	Beautiful Natural Water body
j)	Indoor Games Room
k)	Visitors' Car Parking Space
l)	2 Passenger Lifts and 1 Service Lift

<b>SECTION B:</b>	<b>(Common installations for which proportionate additional separate costs are to be paid by the Purchaser)</b>
a)	Electrical installations relating to meters, transformer and sub-station for receiving electricity from the Electricity Authority.
b)	Common Power Generator for providing stand-by power for common light(s), lift(s), pump(s) and other common services as also upto 750 watts for 2BHK 1000 watts for 3BHK and 1250 watts for 4BHK Flat Units.
c)	Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section A hereinabove.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**PART – I**

**(TOTAL PRICE/CONSIDERATION EXCLUDING ANY APPLICABLE TAXES)**

The Total Price (excluding applicable taxes) is Rs...../- (Rupees ..... only (“Total Price”).

**PART – II**

**[PAYMENT SCHEDULE FOR EXTRAS AND DEPOSITS]**

<b>Extras and Deposits charged on Carpet Area Basis /per flat basis</b>	<b>AMOUNT (In Rs.)</b>	<b>Time / stage of payment</b>

**PART- III**

**[CONSTRUCTION LINKED PAYMENT PLAN FOR TOTAL PRICE EXCLUDING TAXES]**

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

<b>CONSTRUCTION LINKED PAYMENT SCHEDULE</b>						
<b>SL .</b>	<b>Particulars</b>	<b>Flat Charges</b>	<b>Utility Charges</b>	<b>Legal and Documentation Charges</b>	<b>Advance Maintenance</b>	<b>Sinking Fund</b>
1	On Booking	10%	10%	-	-	-
2	On Execution of Sale Agreement (Within 15 days from the date of booking)	10%	10%	50%		
3	Within 30 days from the Date of Execution of Sale Agreement	65%	65%	-	-	-
3	On Completion of Flooring of the flat booked	10%	10%	-	-	-
4	On Possession	5%	5%	50%	100%	100%
<b>TOTAL</b>		<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

**THE FIFTH SCHEDULE ABOVE REFERRED TO:****SPECIFICATIONS**

<b><u>INTERNAL SPECIFICATIONS</u></b>	
<b>Foundation</b>	Earthquake-resistant RCC framed structure
<b>Wall finish</b>	Internal walls by cement putty
<b>Flooring</b>	600 mm x 600 mm tiles in all bedrooms, living/dining room
<b>Kitchen</b>	Granite platform
	Anti-skid tiles on floor
	Single bowl stainless steel sink with ISI marked C.P Fittings.
	Dado tiles up to 2 feet above the counter/platform
	Provision for installing electric chimney and exhaust fan
	Electric points for refrigerator, microwave & water filter
<b>Toilet</b>	Anti-skid tiles on floor
	Wall-hung modern WC of reputed brand
	Good quality tiles on the walls up to lintel height
	CP fittings of Jaquar/Kohler/Grohe or equivalent make
	Sanitary ware of Hind ware/Parry ware/American Standard or equivalent make
	Electric points for geyser & exhaust fan
	Provision for hot/cold water lines
<b>Windows</b>	Anodized aluminum sliding with integrated safety grills
<b>Doors</b>	Steel Main door
	Internal doors - laminated flush type
<b>Electricals</b>	Free Split AC in bed rooms, living rooms and dining rooms
	Concealed copper wiring with modular switches
	Door bell point at the main entrance door
	Adequate electrical points/switch boards in all bedrooms, living cum dining room, kitchen and toilet
	Cable T.V. & telephone points in living, dining and all bedrooms
	Generator backup at extra cost (2 BHK: 750 Watts, 3 BHK: 1000 Watts & 4 BHK: 1250 Watts)
<b><u>EXTERNAL SPECIFICATIONS</u></b>	
<b>Elevation</b>	Modern aesthetic elevation
<b>Wall finish</b>	Combination of cladding and high quality waterproof cement / paint
<b>Ground Lobby</b>	Air-conditioned spacious ground floor lobby
	Mix of marbles/granite/vitrified tiles on floor
	Marble/Granite cladded lift facia
<b>Staircase &amp; Floor Lobby</b>	Kota stone/ Marble/ Granite/ Tiles on staircases & floor lobby
<b>Elevators</b>	3 lifts of OTIS/KONE or equivalent in each tower
<b>Water</b>	De-ionization cum water filtration plant
<b>Security</b>	CCTV at ground floor level with 24X7 central security surveillance
	Video door phone for each flat

	Intercom connectivity - flat to flat & flat to main security
<b>Fire fighting system</b>	Modern fire fighting system with sprinklers & smoke detectors in common areas
<b>Generator</b>	Back up for all common areas and services
<b>Common lighting</b>	Overhead illumination for driveway
	Necessary illumination in all lobbies, staircases & common areas

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and common areas, gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the apartment/unit-Owner/s in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the apartment/unit-Owner/s in common as aforesaid and the boundary walls of the said Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the apartment/unit-Owner/s in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised In the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories etc.) and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.
3. **STAFF:** The salaries of and all other expenses of the staffs employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.
4. **TAXES :** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any Apartment).
5. **INSURANCE :** Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **COMMON SECURITY:** Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personnel as may be deem fit and proper by Owner/Developer or Association on its formation.
8. **AMC:** Annual Maintenance Cost of all installations of the faculties/amenities installed in common areas

or within the said Premises including but not limited to Lift, Generator, Fire Fighting System, CCTV, Intercom, etc.

9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance agency / association for the common purposes.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO :**  
**"RIGHTS OF VENDORS, MAINTENANCE AGENCY & ASSOCIATION"**

- a) Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Memorandum or otherwise shall be done by the Vendors whose decision shall be final and binding on the Purchaser.
- b) The Maintenance Charges payable by the Purchaser with effect from the Date of Possession shall be fixed by the Maintenance Agency and shall be payable periodically. In the event of the Purchaser not taking over possession of the said Flat within the time fixed in the notice calling upon him to take possession, the Maintenance Charges shall become payable by the Purchaser with effect from the date of expiry of the such period of such notice provided that until all payments due under this Memorandum are made by the Purchaser no right of whatsoever nature shall or can accrue in favour of the Purchaser in respect of the said Flat Unit.
- c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
- d) The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**  
**"PURCHASER'S COVENANTS"**

1. **On and from the Date of Possession, the Purchaser agrees undertakes and covenants to:**
  - a) Comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
  - b) Permit the Developer, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes or the Project;

- c) Deposit the amounts for various purposes as required by the Developer /Maintenance Agency or the Association;
- d) Use and occupy the said Flat only for the purpose of residence;
- e) Use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
- f) keep the said Flat and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Buildings;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities;
- i) Sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat from the CESC Limited in the name of the Purchaser and until the same be obtained, the Developer shall provide or cause to be provided reasonable quantum of electricity from their own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Flat and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat;
- j) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately and the said Flat Unit wholly;
- k) pay Municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Premises proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the Corporation;
- l) Pay for other utilities consumed in or relating to the said Flat Unit;
- m) Allow the other Unit Owners the right to easements and/or quasi-easements;
- n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier; and
- o) Observe and comply with such other covenants as be deemed reasonable by the Vendors for the Common Purposes.

**2. On and from the Date of Possession, the Purchaser agrees and covenants:**

- a) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Vendors Provided However



That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Flat;

- b) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;
- c) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
- d) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Vendors in writing or in the manner as near as may be in which it was previously decorated;
- e) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings;
- f) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Buildings;
- g) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Buildings;
- h) not to claim any right over and/or in respect of the roofs of the Buildings other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or built-up areas of the Buildings and the Premises reserved or intended to be reserved by the Vendors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him not to obstruct any development or further development or additional vertical or other constructions which may be made by the Vendors thereat or on any part thereof;
- i) not to object to or hinder sanction of further/additional vertical or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to such construction being made.
- j) Not to shift or obstruct any windows or lights in the said Flat or the Buildings;
- k) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Vendors and/or the Association;
- l) not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheeler(s) of the Purchaser; and
- m) Not to let out or part with possession of the parking space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium size motor car or two wheeler.

n) not to object to or cause any hindrance regarding the use and exercise of the right of pedestrian passage over the driveway/Common Passage of the housing complex known as "Meridian Splendor" by the owners, residents and occupants of "Meridian Splendor".

3. The Purchaser agrees, undertakes and covenants not to make or cause any objection interruption interference hindrance obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Buildings by the Vendors including any further constructions, additions or alterations that may be made from time to time.

**THE NINTH SCHEDULE ABOVE REFERRED TO**

**"RIGHTS ON PURCHASER'S DEFAULT"**

- a) In case of default/delay in making payment of any amount payable under this Agreement for Sale (including in particular the Fourth and Sixth Schedules hereto) or otherwise by the Purchaser to the Vendors, interest shall be payable by the Purchaser at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent from the date when such amount would be payable and/or from the due date till the date of payment of such amount ;
- b) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms and/ or conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations, then the Vendors or any of them shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure, refusal, neglect, breach or default within one month from the date of issue of the said Notice. If the Purchaser does not comply with the said Notice to the satisfaction of the Vendors, then the Purchaser shall be liable to pay to the Vendors compensation and/or damages that may be quantified by the Vendors.
- c) In case of default in payment of any amount payable hereunder or otherwise for more than 60 days after the due date thereof, and/or in case of the Purchaser not rectifying or making good any default, breach failure refusal or neglect within 60 days from the date of issue of the Notice mentioned above, then in that event the Vendors or any of them shall be entitled to cancel/terminate the Agreement for Sale.
- d) Upon cancellation/termination of the Agreement for Sale /Allotment being made by the Vendors, all rights and/or claims of the Purchaser, if any, against the Vendors, the said Flat Unit, the Buildings and/or the Premises shall stand extinguished and the Vendors shall be entitled to transfer deal with and dispose of in any manner the said Flat Unit to any person on such terms and conditions as may be deemed fit and proper by the Vendors and the Purchaser shall not be entitled to make or raise any objection, hindrance or claim regarding the same.

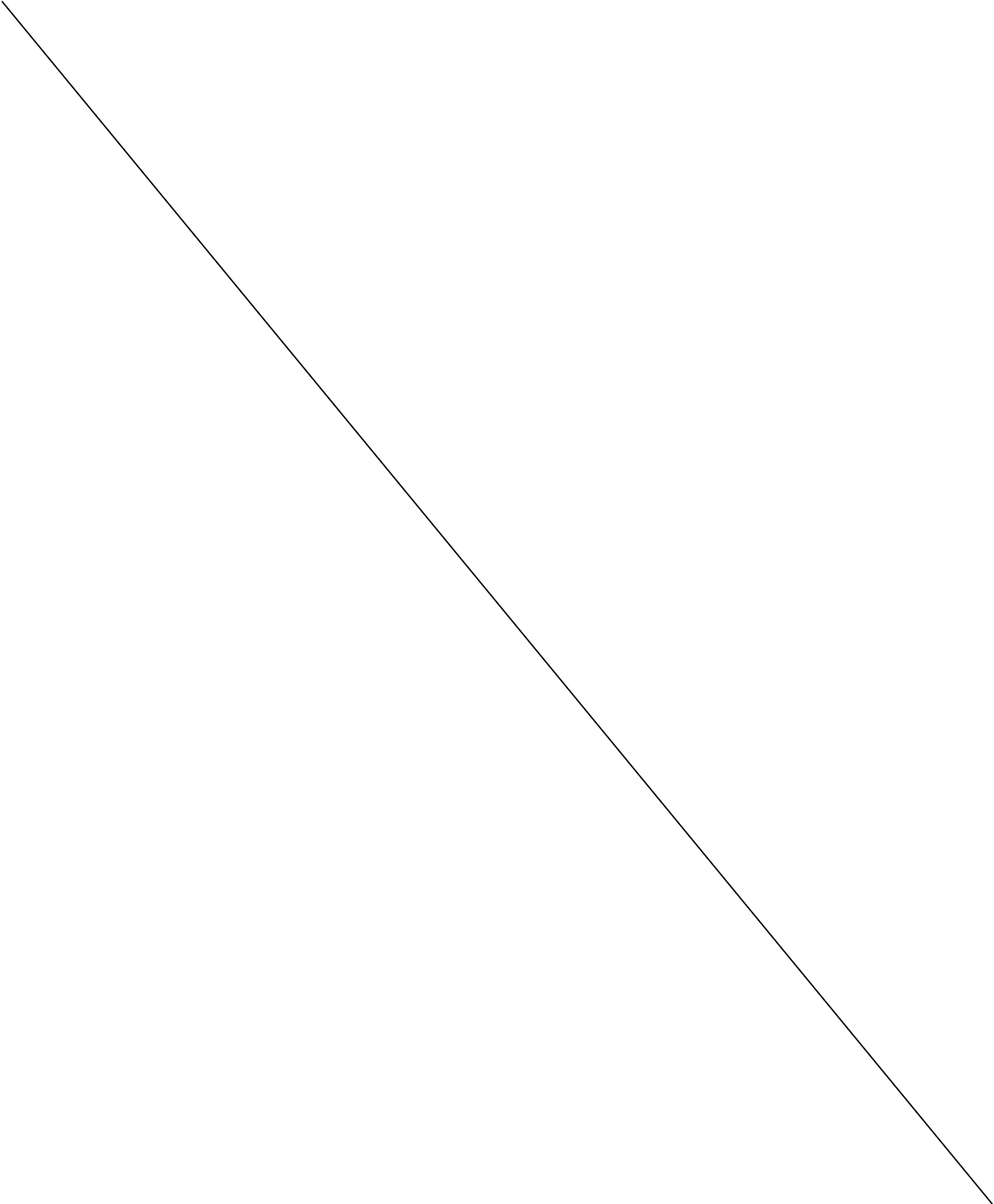
- e) If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions additions and/or alterations from time to time and /or in the transfer sale or disposal of any Flat or portion of the Buildings, then in that event the Purchaser shall also be liable to pay to the Vendors compensation and/or damages that may be quantified by the Vendors.
- f) Besides the aforesaid rights the Vendors shall also be entitled to any other right to which the Vendors may be entitled to in law by reason of any default or breach on the part of the Purchaser.

**THE TENTH SCHEDULE ABOVE REFERRED TO :**

**(Restrictions)**

**The Purchaser/Allottees(s) or the Unit Owner(s) shall not be entitled to –**

- i. Make any change or alteration affecting the structural strength of the beams, columns, walls etc. and/or structural stability of the Building and/or any internal addition, alteration and/or modification in or about the said unit save after obtaining necessary permission in accordance with the Building Regulations and after complying with the Rules of the Maintenance Agency/ Association .
- ii. Claim any right of preemption or otherwise regarding any of the other Units or any portion of the Building and/or the premises
- iii. Make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of Common Portions.
- iv. Make any claim of nature whatsoever against any person who has been granted any right by the Owner/Developer in respect of the premises not effecting the rights hereby granted to the Purchaser nor against the Owner/Developer with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
- v. To alienate his/her/their/its Car Parking Space from the unit and will not let out the same to the outsiders. and/or none but the Allottee and its nominee or tenant of the unit/apartment will be allowed to park their Cars at their Car Parking Space.
- vi. Not to park or allow anyone to park any car and/or two wheelers at any place other than the space earmarked for parking car(s)and/or two wheelers of the respective Unit Owner/Purchaser/allottee(s);
- vii. Not to use or allow to be used the said apartment/unit for any purpose other than residence;
- viii. Not to raise any question regarding the quantum or apportionment of the expenses mentioned in **Sixth Schedule (Common expenses)** or any other matter or the basis thereof.
- ix. Not to claim any right over and/or in respect of any open land at the premises or in any open or covered areas of the Building and the premises which is not meant to be a common area or portion as per the Owner/Developer or in any parking spaces other than that mentioned in the **Second Schedule.**
- x. Not object to the user of the common area, amenities and facilities (mentioned in **Third Schedule**) by the other unit owners.
- xi. Not object to the Developers, its agents and/or assigns having the exclusive right at all times to install or set up and/or permit and/or grants rights to outsider/third parties against payment of consideration/charges to the Developers installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the premises or on the roof of the Building after taking necessary legal permission from concerned authority and neither the unit owners(including the purchasers/Allottees) nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

- xii. Not to hinder, obstruct or object to the Owner/Developer in erecting, installing, displaying and maintaining and/or to permitting and/or granting rights to outsider/third parties to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays etc. on the roofs of the building and/or other areas in the building and/or the premises against payment of consideration/charges to the Developers. Any revenue that may be earned, whether one time or recurring, from such hoardings, display-signs, neon-signs, lighted displays etc. shall accrue to the Developers exclusively and the purchaser or the association shall have not any claim regarding the same.
- 

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

**SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED LAND OWNER:**

Affix a Photo  
and signed  
across the  
Photograph

\_\_\_\_\_  
**Signature of Tirupati Properties (Land Owner)**

**SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:**

Affix a Photo  
and signed  
across the  
Photograph

\_\_\_\_\_  
**Signature of Srinivaas Infra Developers Pvt. Ltd. (Developer)**

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

Allottee No. 1:

Affix a Photo  
and signed  
across the  
Photograph

Affix a Photo  
and signed  
across the  
Photograph

\_\_\_\_\_  
**Signature of Purchaser/Allottee No. 1**

\_\_\_\_\_  
**Signature of Purchaser/Allottee No. 2**

At Kolkata in the presence of:

WITNESSES:

**1. Name and Address :**

**2. Name and Address :**

**Drafted & Prepared by me**

**ARUN KUMAR BHAUMIK**  
Advocate  
Kolkata High Court  
( **Regn. No. - WB-905/1983**)  
**Mobile No. - 9830038790**

**MEMO OF CONSIDERATION**

**RECEIVED** by the **DEVELOPER/OWNER** from the within named **PURCHASERS** a sum of **Rs.**  
 ..... (Rupees .....) **only including the amount of GST as Rs.** .....  
**(Rupees ..... ) as per the MEMO below:**

<b>Sl. No.</b>	<b>Date</b>	<b>Cheque No.</b>	<b>Bank</b>	<b>Amount</b>
<b>Total :</b>				

SIGNED, SEALED AND DELIVERED  
 BY THE PARTIES AT KOLKATA  
 IN THE PRESENCE OF:

1)

2)

---

**Signature of the Vendor ( Land Owner / Developer)**