

**DRAFT FOR APPROVAL**

**AGREEMENT FOR SALE**

**This Agreement for Sale (Agreement)** executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_(Month), 2019.

**By and Between**

**UTSAV VINIMAY PRIVATE LIMITED** (CIN-U51109WB2005PTC104119), a Company incorporated under the Companies Act, 1956 having its Registered Office at 14, Netaji Subhas Road, 4<sup>th</sup> Floor, Kolkata -700001 (having PANAAACU8248B), represented by its Authorized Representative Mr. \_\_\_\_\_ (Aadhaar No. 320817684308) son of \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, \_\_\_\_\_ (having PAN \_\_\_\_\_) authorized vide Board resolution dated \_\_\_\_\_; hereinafter referred to as "the **Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

**AND**

\_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ (PAN \_\_\_\_\_) and, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include \_\_\_\_\_ heirs, executors, administrators, successors-in-interest and permitted assigns).

**AND**

**(1) SANJAY SAHA** son of Shri Bikash Saha, by faith Hindu, occupation businessman, residing at A/4/5 Laboni Estate, Salt Lake City, Kolkata-700064 Post Office Labony, Police Station Bidhannagar North, (having PAN BGFPS1301C); and **(2) (SMT.) RAKHI SAHA** wife of Shri Bikash Saha, by faith Hindu, occupation Self-Employed residing at A/4/5 Laboni Estate, Salt Lake City, Kolkata-700064 Post Office Labony Police Station Bidhanagar North, (having PAN ALQPS3814F) hereinafter referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns);

The Owners, the Promoter and the allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

I. **Definitions** - For the purpose of this Agreement for Sale, unless the context otherwise requires,-

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

**WHEREAS:**

- A. The Owners are the absolute and lawful owner of lands admeasuring 44 Satak or 0.44 acre or 27 cottahs 38 square feet more or less situate lying at and being municipal holding No. 252-255/08/05 Block G, Ward No. 05, within Bidhannagar Municipal Corporation comprised in a divided and demarcated portion of R.S. and L.R. Dag No. 210 recorded in L.R. Khatian Nos. 1241 and 512, in Mouza Dashadrone (also known as Dasdron), J. L. No. 4 under Police Station Baguiati (formerly Airport and theretofore Rajarhat), in the District of North 24 Parganas described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Owners and the promoter have entered into a development agreement dated 13<sup>th</sup> August 2019 and registered with Additional District Sub-Registrar, Rajarhat in Book - I, Volume No. 1523-2019, Pages 382813 to 382888, Deed No. 152309916, for the year 2019.
- B. The said Land is earmarked for the purpose of building a partly residential partly commercial project comprising multistoried apartment buildings and the said project shall be known as Purti Aqua 3 ("Project").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- D. Notice of commencement under the Building Rules was submitted by Architect of the Project intimating the date of commencement as \_\_\_\_\_.
- E. The Owners have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment be from Bidhannagar Municipal Corporation. The Promoter proposes to modify the plans already sanctioned for taking sanction of three or more apartments that can be additionally included as per available FAR and for other changes as required ("modified plans") The Promoter agrees and undertakes that it shall not make any changes to the approved/modified plans except in strict compliance with section 14 of the Act and other laws as applicable
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_ under registration no. \_\_\_\_\_.
- G. The Allottee had applied for an apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_ having carpet area of \_\_\_\_ square feet, type \_\_\_\_, on the \_\_\_\_ floor in the Building ("Building") along with \_\_\_\_ number parking, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Designated Apartment" more particularly described in Schedule A and the floor plan of the Designated apartment is annexed hereto and marked as Schedule B);
- 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.
- I. The additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.

- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in para G.
- III** NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:-

**1. TERMS:**

- 1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in para G.
- 1.2** The Total Price for the Designated Apartment and appurtenances based on the carpet area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and Taxes of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("**Total Price**") (Give break up and description):

	Rate of Apartment per square feet(Package Price).
Unit No. _____ Type Standard Floor _____	Rs. _____/-
Exclusive balcony or verandah	Included in Total Price above
Exclusive Open Terrace	Not applicable
Proportionate Common Area	No Separate Charges
Preferential Location Charges	No Separate Charges
Parking -1 (covered/open)	No Separate Charges
Parking – 2	Not Applicable
Total Price (in rupees) without Taxes	Rs. _____/- (Rupees _____ only)
Other Charges	As per clause 13 of Schedule A-2

Taxes (The Goods and Service Tax and any other applicable tax on the Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being ___%, amounting to Rs. _____/- (Rupees _____ only)
Total Price in Rupees	Rs. _____/- (Rupees _____ only)

*Explanation:*

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Designated Apartment;
- (ii) The Total Price above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of sale deed and/or handing over the possession of the Designated Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

Provided that in case there is any change / modification in the Taxes payable by the allottee, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottees unless the increase is attributable to any act or omission (including delay or default) of the Allottee or unless the increase is for the period prior to such completion/registration;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project described herein at Schedule "D" and Schedule "E" ("facilities, amenities and specifications").

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate of percentage per annum if so and as may be mutually agreed between the Promoter and Allottee for the period by which the respective installment has been preponed. The provision, if any agreed, for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/modified plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc.) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond 3% of the area specified herein, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to allottee, the Promoter may demand the increased amount for upto 3% increase from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "C". All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

[\* or such other certificate by whatever name called issued by the competent authority.]

- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.
- (i) The Allottee shall have exclusive ownership of the Designated Apartment.
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
  - (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided with the Designated Apartment and the Project;
  - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment subject to the safety guidelines.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Designated Apartment along with \_\_\_\_ parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (if taken by the Promoter) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (if taken by the Promoter) and interest thereon before transferring the Designated Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and

penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being part payment towards the Total Price of the Designated Apartment until the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of \_\_\_\_\_ payable at Kolkata. The Owners and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them.

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

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

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

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

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Designated Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities and specifications, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Bidhannagar Municipal Corporation Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

**7.1 Schedule for possession of the said Designated Apartment-**

The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within \_\_\_\_\_with a grace period upto \_\_\_\_\_unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes, impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about



such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** - The Promoter, upon obtaining the completion certificate\* from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate\* Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the copy of the completion certificate of the apartment/plot, as the case may be, to the Allottee at the time of conveyance of the same.

[\* or such other certificate by whatever name called issued by the competent authority.]

**7.3 Failure of Allottee to take Possession of Designated Apartment-**

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Designated Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

**7.4 Possession by the Allottee** - After obtaining the completion certificate\* and handing over physical possession of the Designated Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate.

[\* or such other certificate by whatever name called issued by the competent authority.]

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

**7.6 Compensation** – The Promoter 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, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Designated Apartment which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

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

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

- (iii) There are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project except the Promoter has got a facility sanctioned by Paceman Sales Promotion Private Limited for providing loan to the Promoter for construction of the Project (hereinafter referred to as the "Financial Arrangement" which expression shall include any addition variation or modification of the loan so sanctioned and/or paid by the said Company or any other bank or financial institution to the Promoter) by mortgaging the said Land and the construction;
- (iv) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Designated Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owners/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owners/Promoter confirms that the Owners/Promoter is not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to

the association of Allottees when registered or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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

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

- (i) Promoter fails to provide ready to move in possession of the Designated Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee fails to make payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules ;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

#### **10. CONVEYANCE OF THE SAID APARTMENT:**

The Owners and the Promoter, on receipt of Total Price of the Designated Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate\* to the Allottee:

[\* or such other certificate by whatever name called issued by the competent authority.]

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above.

#### **11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

#### **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of completion certificate it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**14. USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas if any located within Puri Aqua- 3 shall be ear-marked for purposes such as parking spaces and services including but not limited to transformer, DG set, underground water tanks, Pump rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

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

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project,

buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

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

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Designated Apartment .

**19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the project in its entirety may in due course be submitted in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in terms of the said Act.

**20. BINDING EFFECT:**

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

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

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

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

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

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

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

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

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties and/or consented to by the Allottee shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.



**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 payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.

**27. FURTHER ASSURANCES:**

Both 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 completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office', or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Registrar/District Registrar/Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata

**29. NOTICES:**

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

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

Allottee Address: \_\_\_\_\_

Promoter Name: **UTSAV VINIMAY PRIVATE LIMITED**

Promoter Address: 14, Netaji Subhas Road, 4<sup>th</sup> Floor, Kolkata-700001

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

34. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED :



Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(2) Signature \_\_\_\_\_



Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Promoter:



(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Owners:



(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES :**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## SCHEDULE 'A'

DESCRIPTION OF THE DESIGNATED APARTMENT AND PARKING (IF APPLICABLE) ALONG WITH DESCRIPTION OF LAND AND BOUNDARIES IN ALL FOUR DIRECTIONS.

1. **DESIGNATED APARTMENT : ALL THAT** the flat being Unit No. \_\_\_\_ containing a carpet area of \_\_\_\_\_ Square feet more or less alongwith balcony with a carpet area of \_\_\_\_\_ Square feet more or less and a total built-up area of Unit (including Balcony) of \_\_\_\_\_ Square feet more or less on the \_\_\_\_\_ floor of the Project at the said Land.
2. **PARKING:** ALL THAT the right to park \_\_\_\_ medium sized motor car at such covered/ open place as be expressly specified by the Promoter at or before delivery of possession of the Designated Unit.
3. **SAID LAND:**
  - 3.1. **ALL THAT** piece and parcel of land containing an area of 27 Cottahs 00 Chittaks and 38 square feet or 0.44 acre more or less and upon actual survey and measurement found to contain an area of 26 Cottahs 4 Chittacks and 3 square feet or 0.4339 acre more or less situate lying at and comprised in a divided and demarcated portion of L.R. Dag No. 210 recorded in L.R. Khatian Nos. 1241 and 512 (formerly R.S. Dag no. 210 recorded in R.S. Khatian No. 179) in Mouza Dashdrone, J.L. No. 4, Police Station Baguihati (formerly Airport theretofore Rajarhat), being portion of municipal holding No. 252-255/08/05 Block G, Dashadrone (Solua) within Ward No. 5 Bidhannagar Municipal Corporation in the District of North 24 Parganas and butted and bounded as follow:-
    - (i) On the North : By portions of Dag Nos. 208 and 209;
    - (ii) On the South : Partly by portion of Dag No. 210 and partly by Rajarhat Road;
    - (iii) On the East : Partly by Rajarhat Road and partly by private road;
    - (iv) On the West : By portion of Dag No. 123.
  - 3.2. **OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated called known numbered described or distinguished.

## SCHEDULE A-1

### CHAIN OF TITLE:

1. One Hemanta Kumar Dutta (since deceased) was the sole and absolute owner of the said Land .
2. The said Hemanta Kumar Dutta, a Hindu during his life time and governed under Dayabhaga School of Law, died intestate on died on 06.06.1986 leaving him surviving his wife namely Ila Dutta and three sons namely Tamal Kumar Dutta, Saibal Kumar Dutta, Prabal Kumar Dutta who all upon his death inherited and became entitled to the said Land absolutely and forever.
3. By four Sale Deeds 17<sup>th</sup> August 1987 and registered with Additional District Sub-Registrar, Bidhannagar the said Ila Dutta, Tamal Kumar Dutta, Saibal Kumar Dutta and Prabal Kumar Dutta sold conveyed and transferred the said Land as follows:-
  - a. By Sale Deed registered in Book I Volume No. 96 Pages 175 to 188 Being No. 4753 for the year 1987, the said Probal Kumar Dutta for the consideration therein mentioned sold conveyed and transferred unto and to one Kanak Chakraborty ALL THAT portion containing an area of 6 Cottahs 12 Chittacks 10 Square feet more or less out of the said Land absolutely and forever.
  - b. By Sale Deed registered in Book I Volume No. 96 Pages 203 to 216 Being No. 4755 for the year 1987, the said Saibal Kumar Dutta for the consideration therein mentioned sold conveyed and transferred unto and to the said Kanak Chakraborty ALL THAT portion containing an area of 6 Cottahs 12 Chittacks 10 square feet more or less out of the said Land absolutely and forever.
  - c. By Sale Deed registered in Book I Volume No. 96 Pages 189 to 202 Being No. 4754 for the year 1987, the said Ila Dutta for the consideration therein mentioned sold conveyed and transferred unto and to one Gita Chakraborty ALL THAT portion containing an area of 6 Cottahs 12 Chittacks 8 Square feet more or less out of the said Land absolutely and forever.
  - d. By Sale Deed registered in Book I Volume No. 96 Pages 217 to 232 Being No. 4756 for the year 1987, the said Tamal Kumar Dutta for the consideration therein mentioned sold conveyed and transferred unto and to one Gyanada Chakraborty ALL THAT portion containing an area of 6 Cottahs 12 Chittacks 10 Square feet more or less out of the said Land absolutely and forever.
4. By Sale Deed dated 27<sup>th</sup> September 1991 and registered with Additional District Sub-Registrar, Bidhannagar in Book I Volume No. 153 Pages 49 to 62 Being No. 8451 for the year 1991, the said Gyanada Chakraborty for the consideration therein mentioned sold conveyed and transferred unto and to Rakhi Saha (the Owner No.2 hereto) ALL THAT his portion containing an area of 6 Cottah 12 Chittacks 10 square feet more or less of and in the said Land absolutely and forever.
5. By Sale Deed dated 27<sup>th</sup> September 1991 and registered with Additional District Sub-Registrar, Bidhannagar in Book I Volume No. 152 Pages 493 to 506 Being No. 8443 for the year 1991, the said Gita Chakraborty for the consideration therein mentioned sold conveyed and transferred unto and to Sanjay Saha (the Owner No.1 hereto) ALL THAT her portion containing an area of 6 Cottahs 12 Chittacks 8 Square feet more or less of and in the said Land absolutely and forever.

6. By Sale Deed dated 2<sup>nd</sup> December 1991 and registered with Additional District Sub-Registrar, Bidhannagar in Book I Volume No. 179 Pages 341 to 354 Being No. 9854 for the year 1991, the said Kanak Chakraborty for the consideration therein mentioned sold conveyed and transferred unto and to Rakhi Saha (the Owner No.2 hereto) ALL THAT her portion containing an area of 6 Cottah 12 Chittacks 10 Square feet more or less of and in the said Land absolutely and forever.
7. By Sale Deed dated 2<sup>nd</sup> December 1991 and registered with Additional District Sub-Registrar, Bidhannagar in Book I Volume No. 179 Pages 355 to 370 Being No. 9855 for the year 1991, the said Kanak Chakraborty for the consideration therein mentioned sold conveyed and transferred unto and to Sanjay Saha (the Owner No.1 hereto) ALL THAT his portion containing an area of 6 Cottahs 12 Chittacks 10 Square feet more or less of and in the said Land absolutely and forever.
8. The name of the Owner No.1 is recorded as Raiyat in respect of his part admeasuring 13 Cottahs 8 Chittacks and 18 Square feet more or less out of the said Land under L.R. Khatian No. 1241 (with a recorded area of 22 Sataks) and the name of the Owner No. 2 is recorded as Raiyat in respect of her part admeasuring 13 Cottahs 8 Chittacks and 20 Square feet more or less out of the said Land under L.R. Khatian No. 512 in the Records of Rights published under the West Bengal Land Reforms Act, 1955. The Owners have also caused to be mutated their name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 252-255/08/05 Block G, Dashadrone (Solua) within Ward No. 5.
9. The Owners have on \_\_\_\_\_ obtained conversion of the character of land to bastu or housing in respect of the said Land under Section 4C of the West Bengal Land Reforms Act, 1955.
10. The Owners in common decided to carry out integrated development of the said Land through a real estate developer and pursuant to the said decision the Owners appointed the Promoter therefor and granted to the Promoter all rights and authority, inter alia, to develop or cause to be developed the said Land into the Project and also to negotiate for sale of the Apartments and other saleable areas to interested buyers and the Promoter agreed to accept the same at and for the considerations and on the terms and conditions contained in the said Development Agreement dated 13<sup>th</sup> August 2019.
11. Under and in terms of the Development Agreement the Owners and the Promoter inter alia, agreed to share the price receivable from sale of any Apartment and other saleable areas in the ratio of 59% (forty percent) to the Owners and 41% (sixty percent) to the Promoter and it was agreed between them that the entire price would be paid by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owners and the Promoter shall pay to the Owners the share of the Owners in the same as and by way of land cost and in the manner as provided for in the Development Agreement.

## SCHEDULE-A-2

### DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
  - a. **“this agreement”** shall mean the Agreement and Schedules all read together.
  - b. **“Co-owners”** shall mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owners/Promoter, shall mean the respective Owner and/or Promoter;
  - c. **“sanctioned plan”** shall mean the plan sanctioned by the Bidhannagar Municipal Corporation vide sanction Plan No. 140/19-20 dated 24.09.2019 and include modified plans and all other additions/alterations made thereto subject to compliance of the Act.
  - d. **“other exigencies”** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body scarcity of materials or equipments in the market.
  - e. **“scheduled date”** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
  - f. **“Maintenance in-charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
  - g. **“Common Purposes”** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
  - h. **“Commercial Block”** shall mean the portion of the said Building at the Project in a portion of the ground floor and first floor to contain Units for non residential use (including but not limited to ATM, banking, office, shop, restaurant, café, parlour etc.) and shall include the separate staircase between ground and first floor and also include any Parking Spaces, open and covered spaces as the Promoter may identify earmark or demarcate as being exclusive to or for the non residential Units.



- i. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
  - j. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
2. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to agree nor to set up any oral evidence regarding any payment.
3. The Tax Deductible at Source under the Income Tax Laws shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owner shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
4. The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owners shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith.
5. The said Building shall contain certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Allottee shall have the right to use in common with the Owner, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall contain certain Common Areas as specified in clause 1.2 of the Schedule E hereunder written which the Allottee shall have the right to use in common with the Owner, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner
7. The Promoter alongwith other companies have already caused to be completed a separate building complex and named it "Purti Aqua" and are causing construction of another separate building complex and named it "Purti Aqua-2" both of which Projects are adjacent to the said Land. While dealing with the several units and other transferable areas in such adjacent complex, the Owners have reserved the right to allow the Transferees of the Project at the said Land to use (a) the Swimming Pool, (b) Community Hall and (c) Gymnasium (hereinafter collectively referred to as "**Adjoining Complex Extra Facilities**") forming part of the adjoining complex against payment of the maintenance charges and other proportionate cost of management, maintenance, repair, replacement and up keep of the same and on being offered, the Allottee has agreed to avail the use of such facilities and to comply with the rules, regulations and restriction applicable thereto and pay a monthly sum of Rs. 1.00 ( Rupees one only) per Square feet of the carpet area of the Designated Apartment as charges therefor. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the services provided.
9. The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E

and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.

10. The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act.
11. The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Bidhannagar Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.
12. Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
13. Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:=
  - (a) Allottee's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project, being the lumpsum of Rs. \_\_\_\_\_.00
  - (b) Allottee's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power therefrom to the said Unit during CESC power failure, being the lump-sum of Rs. \_\_\_\_\_.00
  - (b) Allottee's share of costs, charges, expenses for the Club Facilities being a sum of Rs. \_\_\_\_\_.00
  - (c) Towards cost of Intercom being lumpsum of Rs. \_\_\_\_\_.00
  - (d) Allottee's share of the proportionate costs and charges for formation of Association being a sum of Rs. \_\_\_\_\_
  - (e) Documentation charges being a sum of Rs. \_\_\_\_\_out of which 50% shall be paid simultaneously with the execution hereof
  - (f) Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.

- (g) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the common areas only as prescribed in the existing fire fighting code/ regulations.
  - (h) Goods and Service Tax on the above amounts.
14. The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 7 days of receiving intimation for commencement of fitout in respect of the Designated Apartment from the Promoter.
  15. In case the Allottee fails to take possession of the Designated Apartment within 30 days of the Allottee receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee shall be liable to pay a pre-determined compensation to the Promoter by way of holding charges calculated @Rs.50/- (Rupees fifty) only per Square foot per month of the built up area in respect of the Designated Apartment. This shall be without prejudice to the other rights remedies and claims of the Promoter and the other obligations and liabilities of the Allottee hereunder.
  16. The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
  17. Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common areas in the Project including the Roof, ground level and the basement level at the said Land as driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
  18. Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
  19. The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
  20. The Promoter shall have the liberty to make one or more Association for all or any of the Building Complex Perti Aqua, Perti Aqua 2 and Perti Aqua 3 in such manner as may be decided by the Promoter at its sole discretion.
  21. The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E1 hereto.

22. The Allottee may, upon taking prior written consent of the Promoter and against payment of the sum equivalent to @1.50% (one decimal fifty percent) of the Total Price at which the Designated Apartment is purchased by the nominee or the Composite Price of the Designated Apartment, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @1.50% mentioned in this clause in respect of the Designated Unit paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.
23. The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of two years from the date of the Completion Certificate
24. The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
25. **AREA CALCULATION:**
- 25.1. **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- 25.2. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.

- 25.3. **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
- 25.4. **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
- 25.5. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided \_\_\_\_\_ Square feet more or less.
- 25.6. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_ Square feet more or less.
26. The Promoter agrees that as regards the Financial Arrangement if it relates to the Designated Apartment, the same shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.
27. In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone
28. Unless changed by the Promoter, Messrs. Messrs. D. J. Consultants & Associates of 255 Dum Dum Park, Kolkata-700052 shall be the Architect for the Project.
29. The Project shall bear the name "**Purti Aqua- 3**" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

#### **SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**

## SCHEDULE 'C' - PAYMENT PLAN

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

S No.	Particulars	Amount in Rs.P.**
1.	____ of the consideration as booking amount before execution of this agreement(including part payments made heretofore)	_____
2.	____of the consideration as earnest money on the execution of this agreement.	_____
3.	____of the consideration as earnest money within 7 days of completion of foundation work of the said Building	_____
4.	____of the consideration as earnest money within 7 days of completion of basement of the said Building	_____
5.	____of the consideration as earnest money within 7 days of completion of casting of ground floor slab of the said Building	_____
6.	____of the consideration as earnest money within 7 days of completion of casting of first floor slab of the said Building	_____
7.	____of the consideration as earnest money within 7 days of completion of casting of second floor slab of the said Building	_____
8.	____of the consideration as earnest money within 7 days of completion of casting of third floor slab of the said Building	_____
9.	____of the consideration as earnest money within 7 days of completion of casting of fourth floor slab the said Building	_____
10.	____of the consideration as earnest money within 7 days of completion of casting of fifth floor slab the said Building	_____
11.	____of the consideration as earnest money within 7 days of brickwork of the Designated Apartment	_____
12.	____of the consideration as earnest money within 7 days of flooring of the Designated Apartment	_____
13.	____of the consideration as earnest money within 7 days of installation of lift in the said Building	_____
14.	____of the consideration as earnest money within 7 days of receiving intimation for commencement of fitout in respect of the Designated Apartment from the Promoter	_____
15.	__5%__of the consideration as being the balance consideration within 7 days of receiving intimation from the Promoter to take possession of the Designated Apartment	_____

	** plus applicable Taxes	
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All Other Charges shall be paid by the Allottee to the Promoter in terms of clause 14 of Schedule A-2 hereinabove.

**SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT).**

**UNIT:**

- (i) Flooring : Vitrified tiles
- (ii) Walls : Cement plastering overlaid with Plaster of Paris/ putty finish
- (iii) Bedrooms : Vitrified tiles
- (iv) Kitchen : Vitrified Tiles flooring and Granite Top with Stainless Steel Sink.
- (v) Kitchen Dados: Ceramic tiles upto a height of 2 feet from the top.
- (vi) Bathrooms: Flooring Ceramic Tiles; Walling of Ceramic Tiles upto 7 feet height; with sanitary wares
- (vii) Doors : flush doors
- (viii) Windows : colored Anodised Aluminium windows
- (ix) Electrical : Concealed copper wiring with modular switches
- (x) Plumbing : Concealed pipes,
- (xi) Lock : Only in main door of the flat
- (xii) Toilet Windows: Louvers.

**SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).**

**AMENITIES, FACILITIES:**

**1. Common Areas at the Building in which the Designated Apartment is situated:**

- (i) Staircases, landings and passage with stair-cover on the ultimate roof.
- (ii) Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lift of the said Building.
- (iii) Lift with all machineries accessories and equipments (including the lift machine room, if any) and lift well for installing the same in the said Building.
- (iv) Electrical installations with main switch and meter and space required therefore in the Building
- (v) Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- (vii) Common ultimate Roof
- (viii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of any individual building.

**2. Common Areas at the Project:**

- (i) Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed (and if installed then at extra costs as specified herein).
- (ii) Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- (iii) Municipal Water supply or Deep tube well (only in case of deep tube well) for water supply.
- (iv) Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
- (v) DG Set, its panels, accessories and wirings and space for installation of the same.
- (vi) Intercom with CCTV.
- (vii) Such other areas, installations and/or facilities as the Vendors may from time to time specify to form part of the Common Areas of the Building Complex

**1.3 SPECIFICATIONS:**



- a. **STRUCTURE:** Earthquake resistant RCC framed construction with infill brick walls.
- b. **FLOORING:**
  - (i) **MAIN LOBBY OF BUILDING:** Tiles/ Stone/granite/marble
  - (ii) **FLOOR LOBBIES OF BUILDING:** Tiles/ Stone
  - (iii) **STAIRCASE:** Tiles/ Stone
- c. **ULTIMATE ROOF OF THE BUILDING:**
  - (i) Water Proofing with skid concrete

## SCHEDULE E1

### (HOUSE RULES)

**HOUSE RULES:** The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. that unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written ("Parking Facility"), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever. In case the Allottee has applied for and has been allotted parking facility, the same shall be subject to the following conditions:-
  - (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
  - (ii) the Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;;
  - (iii) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
  - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - (vi) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
  - (vii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Allottee hereunder shall be superceded by such legislation, rule, bye-law or order and for which the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
  - (viii) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.

- (ix) Any use of the Mechanical Parking System by the allottee Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
- 3. In case the Allottee has not been agreed to be granted any Parking Space, the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
- 4. In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-:
  - 4.1. to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
  - 4.2. not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
  - 4.3. not to allow or permit any leakage or seepage of water from the floor to any other portion of the said Building;
  - 4.4. not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
  - 4.5. not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
  - 4.6. not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Said Building and/or the said Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-Charge
  - 4.7. not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
  - 4.8. not to sub-divide the Open Terrace in any manner.
- 5. In case the Allottee is granted any Servant Quarter as a right appurtenant to the Designated Apartment and so mentioned in sub-clause 2 of the Schedule A

hereinabove written, the grant of such Servant Quarter shall be subject to the following conditions:

- 5.1. not to grant transfer let out or part with the use of Servant Quarter independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Servant Quarter independent of the other to any other Co-owner of the Project and none else.
- 5.2. to use the Servant Quarter agreed to be granted hereunder only for the purpose of use of Servant in a decent and respectable manner and not for any immoral activity.
- 5.3. not to make any sort of construction, addition or alteration at the Servant Quarter or any part thereof.
6. The use of the Adjoining Complex Extra Facilities and the Common Areas shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Allottee shall not hold the Owners or the Promoter or the person/ agency liable in any manner for any accident or damage while enjoying any such facilities by the Allottee or his family members or any other person.
7. **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee shall be obliged to adhere to the following:
  - 7.1.1. All works shall be done and in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and other authorities and with minimum noise and the Allottee shall ensure that no disturbance or annoyance to the other Co-owners;
  - 7.1.2. The Allottee shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and there shall be regular clearing of all debris arising out of the Fitout works;
  - 7.1.3. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Apartment.
8. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
9. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

10. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
11. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
12. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the said Building or any part thereof.
13. Not to misuse or permit to be misused the water supply at the Designated Apartment.
14. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
15. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the Designated Apartment.
16. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
17. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
18. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
19. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Said Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
20. to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any

obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.

21. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
22. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/ parts of the Said Building and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
23. 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 unit or any part of the Said Building or may cause any increase in the premia payable in respect thereof.
24. not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Vendor or to the other co-owners of the said Building. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the said Building and/or the said Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-charge.
25. to allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Allottee.
26. not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
27. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
28. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
29. to maintain at his own costs, the Designated Apartment and the Balcony and Servant Quarter, if any, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Bidhannagar Municipal Corporation, WBSEDC Limited, Fire Service Authorities, Pollution Control

authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

30. not to alter the outer elevation or façade or colour scheme of the Said Building (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Said Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
31. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
32. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
33. not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners
34. To allow and permit the Promoter the following rights and authorities:-
  - (i) The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Owners and/or Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Allottee or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever.
  - (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the vendors/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

- (iii) The Commercial Block may at the discretion of the Promoter have separate entry/exit and/or open and covered adjoining spaces and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Promoter may deem fit and proper.
35. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property Tax and/or Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Apartment and Appurtenances directly to the Bidhannagar Municipal Corporation, BLLRO, and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss ).
- (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Re. \_\_\_\_ (Rupees \_\_\_\_ ) only per Square foot per month of the Unit Area for CAM mentioned in clause 25.6 of Schedule A-2 above. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (vi) In case the Allottee has opted for the Parking Facility, the Allottee shall pay the Parking Facility Maintenance Charges calculated @Rs. \_\_\_\_/- per annum to be increased every three years by \_\_\_\_% (\_\_\_\_percent) of the amount then payable. It is clarified that the Parking facility maintenance charges are fixed accordingly to the category of Parking Facility allotted to the Allottee



- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
  - (viii) Goods and Service Tax and any applicable tax, cess, imposition or levy in respect of any amounts and outgoings payable by the Allottee
  - (ix) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 35.2. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default
- 35.3. The maintenance charges mentioned in clause 35(v) does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 35.4. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 35.5. The Allottee shall on or before the date of handing over of possession of the Designated Apartment pay to the Promoter the following deposits:
- (i) The Allottee shall deposit and/or keep deposited with the Promoter a sum of Rs. \_\_\_\_ towards Deposit, free of interest, to remain in deposit with the Promoter to meet therefrom, in the event of default by the Allottee, payments of the maintenance charges and proportionate liability towards the other Common Expenses, municipal and other rates and taxes or any other outgoing relating to the Designated Apartment.
  - (ii) The Allottee shall pay to the Promoter a non refundable sum of Rs. \_\_\_\_ towards provisional Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas
  - (iii) Security Deposit and the expenses as may be required by WBSEDC Limited or other electricity provider for individual meter in respect of the Designated Apartment directly with WBSEDC Limited or other provider and proportionate

share of the security deposit in respect of the common meter/s in respect of the Common Areas and payable to the Promoter on or before the notice for possession.

- (iv) Any additional or increased Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees and payable to the appropriate authority within the time prescribed by law.

35.6. The Deposits paid to the Promoter shall be held by the Promoter as interest free security deposits and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.

35.6.1. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.

35.6.2. The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

## **SCHEDULE E-2**

Common Expenses shall include the following ("**Common Expenses**"):

- I. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building and of the Project (including lifts, generators, intercom, water pump with motor, Parking Spaces, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Building and/or the Project and/or the and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

- II. **OPERATIONAL** : All expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, electricity, light fittings etc.), Parking Spaces and also the costs of repairing, renovating and replacing the same.
- III. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- IV. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- V. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the Land (save those assessed separately in respect of any unit).
- VI. **AMC & INSURANCE**: Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- VII. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- VIII. **RESERVES**: Creation of funds for replacement, renovation and/or other periodic expenses.
- IX. **PARKING SPACES**: All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces including MLCP and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- X. **OTHERS**: All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2019

BETWEEN

UTSAV VINIMAY PRIVATE LIMITED

....PROMOTER

AND

\_\_\_\_\_ & ANR.

....ALLOTTEE

AND

SANJAY SAHA & ANR.

....OWNERS

AGREEMENT

(Unit No. \_\_\_\_)

DSP LAW ASSOCIATES  
Advocates  
4D, NICCO HOUSE  
1B, HARE STREET,  
KOLKATA-700001