

THIS AGREEMENT made this day of, 2019 (Two Thousand Nineteen) **BETWEEN 1) CHANDRA KANT PASARI**, son of the Late Shankar Lal Pasari, by Faith - Hindu, by Occupation - Businessman, by Nationality - Indian, having PAN AFWPP0438G, residing at 4A, Rainey Park, Police Station-Ballygunge, Post Office-Ballygunge, Kolkata - 700 019 as Executor and Trustee appointed by Ratan Lal Pasari, since deceased, to his Last Will and Testament dated 30th August, 2014 and **2) ABHAY PASARI**, son of the Late Ratan Lal Pasari, by Faith - Hindu, by Occupation - Businessman, by Nationality - Indian, having PAN AFVPP3447E, residing at 17, Ballygunge Park Road, Police Station- Karaya, Post Office- Ballygunge, Kolkata - 700 019, for self and as Executor and Trustee appointed by Ratan Lal Pasari, since deceased, to his Last Will and Testament dated 30th August, 2014, hereinafter jointly referred to as the **EXECUTORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors, successor in office and assigns) of the **FIRST PART**;

AND

1) BIMAL KUMAR PASARI, son of the Late Moolchand Pasari, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, having PAN AGHPP8409R, residing at Premises No.43, Landmark, 4th Floor, Carmicheal Road, Police Station- Gamdevi, Post Office - Gopalrao Deshmukh Marg, Mumbai - 400 026 and **2) LALIT PASARI** son of the late Moolchand Pasari, by Faith - Hindu, by Occupation - Businessman, by Nationality - Indian, having PAN AFVPP3446F, residing at Premises Old No. 4, New No. 9, Kasthuri Estate, 1st Street, Alwarpet, Post Office- E-4, Abhiramapuram, Police Station- E-4, Abhiramapuram,, Chennai-600018, both represented by their Constituted Attorney, Mr. Chandan Chatterjee/Mr. Amit Bajoria through the Power of Attorney dated 15th January, 2014 registered with the A.R.A.-III, Kolkata in Book No.IV, C.D.Volume No.1, Pages 5854-5870, Being No.00460 for the year 2014, hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

AND

ASPIRATIONS HOMES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having CIN - U70102WB2010PTC153398, having PAN - AAICA8903B, having its registered office at 2C, Mahendra Road, Police Station- Bhawanipore, Post Office-Bhawanipore, Kolkata-700 025, represented by its Directors **CHANDAN CHATTERJEE**, son of the Late Sachindra Kumar Chatterjee, having DIN - 01654802, having PAN - ACRPC0270H and **AMIT BAJORIA**, son of Sreekrishna Bajoria, having DIN



00236173, having PAN AHCPB2460Q, hereinafter referred to as the **PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **THIRD PART** :

AND

(1) _____, Aadhaar No. _____ having PAN _____, son of _____, residing at _____, Police Station _____, Post Office _____, Pin Code _____, and (2) _____, Aadhaar No. _____ having PAN _____, daughter of _____, residing at _____, Police Station _____, Pin Code _____, hereinafter jointly referred to as the **ALLOTTEE(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **FOURTH PART**;

[If the Allottee is a company]

(CIN No. [___]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at [___] (PAN [___]), represented by its authorized signatory, (Aadhaar No. [___]) duly authorized vide board resolution dated [___], hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **FOURTH PART**.

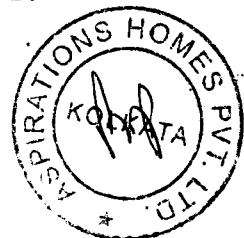
[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is a HUF]



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

The Executors, Owners, Promoter and Allottee(s) 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-

ACT - shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

RULES - shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

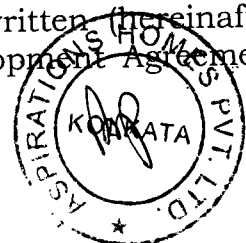
REGULATIONS - shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

SECTION - shall mean a section of the Act;

1.1 All other words as defined in the **Schedule 'H'** here under shall have the meaning as ascribed to them.

WHEREAS:

A. One Ratanlal Pasari, Bimal Kumar Pasari and Lalit Pasari were seized and possessed of and/or otherwise well and sufficiently entitled to in equal shares and free from all encumbrances, charges, liens, lispendense, acquisitions, requisitions, trusts of whatsoever nature **All That** the partly two-storied and partly three-storied brick-built messuage tenement and/or dwelling house Together With the piece and parcel of land containing an area of 1 Bigha, 8 Cottahs, 12 Chittacks, 22 Sq. ft. but on actual measurement containing an area of 1 Bigha, 9 Cottahs, 2 Chittacks, 40 Sq. ft. be the same a little more or less situate lying at and being premises No. 14, Theatre Road (formerly No. 7, Theatre Road) being part of Holding No. 60, Block No. 19 in the Southern Division in the town of the then Calcutta more fully and particularly described in the **Schedule 'F'** hereunder written (hereinafter referred to as the **said Premises**) and thus by a Development Agreement



dated the 7th day of November, 2013 made between the said Ratanlal Pasari, Bimal Kumar Pasari and Lalit Pasari of the First Part, Ratan Lal Pasari therein referred to as the Executor of the Second Part and Aspirations Homes Private Limited of the Other Part and registered with the Additional Registrar of Assurances I Kolkata in Book No.I, Volume No.3, Pages 552 to 609, Being No. 544, for the year 2014, appointed the said Aspirations Homes Private Limited, the Promoter herein as the Developer of the said Premises and the Promoter herein has agreed for development of the said Premises by construction of new building(s) in the vacant land thereat and wherever the context would permit, the refurbished heritage building on the terms and conditions therein contained.

B. The said Premises and the part thereof is earmarked for the purpose of construction of a G+15 (Ground plus Fifteen) storied building consisting of several independent residential apartments and open/covered car parking spaces on the said Premises (here in after referred to as the **said Project**).

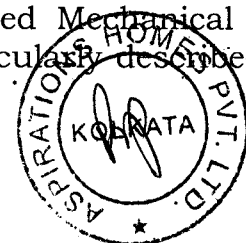
C. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right of the Promoter regarding the said Premises, have been completed.

D. The Kolkata Municipal Corporation has granted notice for commencement of construction on 15th day of April, 2016 to develop the said Project at the said Premises.

E. The Promoter has obtained the final lay out plan, sanctioned plan being B.P. No.201607009 dated 15th April, 2016, specifications and approvals for he said Project from the Kolkata Municipal Corporation (hereinafter referred to as the **said Plan**). The Promoter agrees and undertakes that it shall not make any changes to the approved 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 on under Registration No.....

G. The Allottee(s) has/have applied for allotment of an apartment in the Project vides Application No. _____ dated _____ and has been allotted **ALL THAT** the 2BHK/3BHK Residential **Apartment No.....** containing a carpet area ofsq. ft. together with exclusive balcony area of ... sq.ft., together with exclusive terrace area of sq.ft. more or less, if any, on the **Floor** of the block/tower no..... (.....) of the Project known as **ASPIRATIONS ALOFT** presently under construction more fully and particularly described in the **Schedule 'A'** hereunder written Together with the proportionate impartible undivided share in the land attributable thereto Together With Right to park in a Open/Covered Mechanical Car parking Space at the Ground Level more fully and particularly described in



the **Schedule 'A'** hereunder written and Together With the pro rata share in the Common Areas (as defied under clause (m) of section 2 of the Act) of the said Project and together with the proportionate right to use the Common Facilities and Amenities of the said Project more fully and respectively described in the **Schedule 'E.'** here under written, as permissible under the applicable law (hereinafter collectively referred to as the **said Apartment**).

H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

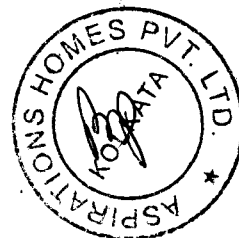
I. The Promoter herein further discloses the following :

a) At a sale held by the Registrar, High Court, Original Side, Calcutta on the 20th day of September, 1958 pursuant to a decree passed on the 27th day of April, 1953 in Suit No. 2627 of 1950 (Gunendra Kumar Roychowdhury & Ors. -Versus- Sobha Ghosh & Anr.) and the orders dated the 16th day of August, 1956 and 13th day of August, 1958 passed therein, one Shanti Devi Pasari purchased All That the partly two-storied and partly three-storied brick-built messuage tenement and/or dwelling house Together With the piece and parcel of land containing an area of 1 Bigha, 8 Cottahs, 12 Chittacks, 22 Sq. ft. but on actual measurement containing an area of 1 Bigha, 9 Cottahs, 2 Chittacks, 40 Sq. ft. be the same a little more or less situate lying at and being premises No. 14, Theatre Road (formerly No. 7, Theatre Road) being part of Holding No. 60, Block No. 19 in the Southern Division in the town of the then Calcutta (hereinafter referred to as the **said Premises**).

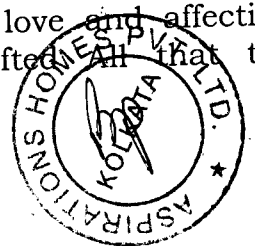
b) On the 2nd day of February, 1959, the Registrar, High Court, Original Side, Calcutta had issued the Sale Certificate in respect of the said sale in favour of the said Shanti Devi Pasari which was registered with the Registrar of Assurances, Calcutta.

c) The said Shanti Devi Pasari died on the 21st day of June, 1988 after making and publishing her Last Will and Testament dated the 5th day of March, 1987, whereby and where under, she appointed Ratanlal Pasari as the Executor and gave devised and bequeathed amongst others All That the said Premises unto and in favour of Moolchand Ratanlal HUF absolutely and forever.

d) The said Executor applied for the grant of Probate of the Last Will and Testament dated the 5th day of March, 1987 and the Hon'ble High Court at Calcutta was pleased to grant Probate thereof in P.L.A. No.182 of 2010 on the 14th day of January, 2011.



- e) Subsequent to the said Probate being granted, the Executor discovered a Codicil dated the 14th day of January, 1988 of the said deceased to the said Last Will and Testament dated the 5th day of March, 1987 whereby and where under she gave devised and bequeathed the said Premises unto and in favour of Ratanlal Pasari, Bimal Kumar Pasari and Lalit Pasari in equal shares.
- f) The Executor applied for the grant of Probate of the said Codicil dated 14th January, 1988 before the Hon'ble High Court at Calcutta.
- g) The Hon'ble High Court at Calcutta was pleased to grant Probate of the said Codicil dated 14th January, 1988 in P.L.A. No.231 of 2013 on the 16th day of January, 2014.
- h) The said Premises is now known as 14, Shakespeare Sarani, Kolkata.
- i) The existing structure of the said Premises has been declared as Heritage Building.
- j) By the Development Agreement dated the 7th day of November, 2013 and registered with the Additional Registrar of Assurances I, Kolkata in Book No.I, Volume No.3, Pages 552 to 609, Being No. 544, for the year 2014, the Promoter herein has agreed for development of the said Premises by construction of new building(s) in the vacant land thereat and wherever the context would permit, the refurbished heritage building on the terms and conditions therein contained.
- k) By a Deed of Assent dated 4th July, 2015 made between the said Ratanlal Pasari therein referred to as the Executor of the One Part and the said Ratanlal Pasari, Bimal Kumar Pasari and Lalit Kumar Pasari therein jointly referred to as the Beneficiaries of the Other Part and registered with the Additional District Sub-Registrar at Alipore in Book No.IV, Volume No.1605-2015, Pages 3280 to 3294, Being No.160500876 for the year 2015, the said Executor assented to the legacy of the said Premises in favour of the said beneficiaries in terms of the said Will and Codicil of Shanti Devi Pasari, since deceased.
- l) By a Deed of Gift dated the 6th day of August, 2015 made between the said Bimal Kumar Pasari therein referred to as the Donor of the One Part and the said Ratan Lal Pasari the Donee herein therein referred to as the Donee of the Other Part and registered with the Assistant Registrar of Assurances II, Kolkata in Book No. I, Volume No.1902-2015, Pages 95697 to 95716, Being No.190208594 for the year 2015 the Donor therein out of his natural love and affection towards the Donee granted transferred and gifted that the



residential constructed space containing a super carpet or saleable area of 3000 sq.ft. approximately in the main Heritage Building having a total gross area of 12,032 sq.ft. approximately (wherein he has undivided one-third (1/3rd) share) constructed on the piece and parcel of land containing an area of 4207 sq.ft. be the same or a little more or less more fully and particularly mentioned and described in the Second Schedule there under written and being the front portion of the said Premises together with proportionate undivided share in the land attributable thereto together with proportionate right of enjoyment of the Common Portions and Facilities together with Easement Rights and Privileges of the said Premises, attributable and appurtenant thereto (herein after collectively referred to as the **said gifted space**) more fully and particularly mentioned and described in the Third Schedule there under written.

m) By another Deed of Gift dated 14th day of September, 2015 made between the said Ratan Lal Pasari therein referred to as the Donor of the One Part and Abhay Pasari therein referred to as the Donee of the Other Part and registered with the Assistant Registrar of Assurances II, Kolkata in Book No. I, Volume No. 1902-2015, Pages 134295 to 134317, Being No. 190209798 for the year 2015 the Donor therein out of his natural love and affection towards the Donee granted transferred and gifted All that the said gifted space more fully and particularly mentioned and described in the Third Schedule there under written.

n) The said Ratan Lal Pasari died on 8th December, 2016 after making and publishing his Last Will and Testament dated 30th August, 2014 whereby he appointed Chandrakant Pasari and Abhay Pasari as the joint Executors and gave devised and bequeathed his undivided share in the Premises together with construction to be erected thereon or on the part thereof by and under the terms of the said Development Agreement unto and in favour of his two sons namely Alok Pasari Beneficiary Trust and Abhay Pasari.

o) On the death of the said Ratan Lal Pasari his one-third (1/3rd) share or interest in the said Premises vested with the said Executors above named under the Section 211 of the Indian Succession Act, 1925 and therefore they have joined this Agreement along with the other Owners.

p) An application for grant of probate of the said Last Will and Testament dated 30th August, 2014, has been filed before the Hon'ble High Court at Calcutta being PLA No. 39 of 2019.



q) The said Premises is presently mutated in the names of 1) Ratan Lal Pasari, 2) Bimal Kumar Pasari and 3) Lalit Kumar Pasari in the assessment records of the Kolkata Municipal Corporation under Assessee No. 110634800311.

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all 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 construct and sell and the Allottee(s) hereby agree(s) to purchase the said Apartment as specified in Para G.

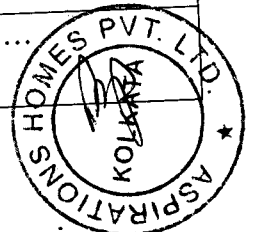
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATION, COVENANTS, ASSURANCES, PROMISES AND AGREEMENT CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase the said Apartment as specified in Para G.

1.2 The Total Price for the said Apartment based on the carpet area is Rs...../- (Rupees..... only) **(Total Price)**. The break-up thereof is given here under: -

HEAD	PRICE/SQUARE-FEET
(i) <i>Apartment No.</i>
(ii) <i>Block</i>
(iii) <i>Floor</i>



(iv) Apartment Type
(v) Base Price	Rs.
(vi) Preferential Location Charges/ Floor Escalation (as applicable)	Rs.
(vi) Carpet Area
(vii) Exclusive Balcony Area
(viii) Exclusive Terrace Area
(ix) Pro rata Common Area
(x) Less: GST Input Credit Benefit @	Rs.
(xi) Effective Rate	Rs.
(xii) Covered (Ground floor))Mechanical Parking	Rs.
(xiv) Open (Ground floor) Mechanical Parking	Rs.
Total Price:	Rs.

1.2.1 Apart from above, the buyer will also pay Net GST in respect of the said Apartment is Rs...../- (Rupees)

Explanation:

- i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Apartment.



ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of 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) upto the date of the handing over the possession of the said Apartment to the Allottee(s) and the Project to the Association of Allottee(s) 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, the subsequent amount payable by the Allottee(s) 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 schedule 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(s);

iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) 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(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

iv) The Total Price of the said Apartment includes recovery of price of land, construction of, not only the said Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Apartment and the Project.

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), 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(s).

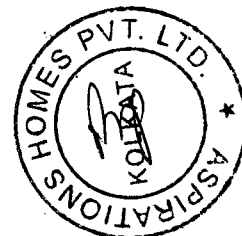
1.4 The Allottee(s) shall make the payment as per the Payment Plan set out in **Schedule 'C'** ("Payment Plan").

1.5 The Promoters may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments for the period by which the respective installment has been proponed. The rate of discount shall be decided by the Promoters and that shall be binding upon the Allottee(s). The Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoters.

1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and specifications described herein at **Schedule -'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the said Apartment, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee(s) after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee(s) within forty-five (45) days with annual interest at the rate @ three (3%) percent per annum, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three (3%) percent of the carpet area of the said Apartment, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in the **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Paras 1.2 of this agreement.

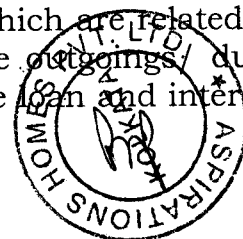


1.8 Subject to Para 9.3 the Promoter agrees and acknowledges that the Allottee (s) shall have the right to the said Apartment /Apartment as mentioned below:

- i) The Allottee(s) shall have exclusive ownership of the said Apartment;
- ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of Allottee(s) after duly obtaining the completion certificate from the competent authority as provided in the Act;
- iii) The computation of the price of the said Apartment includes recovery of price of land, construction of, [not only the said Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Apartment and the Project;
- iv) The Allottee(s) has/have the right to visit the Project site to assess the extent of development of the Project and his/her/their Apartment.

1.9 It is made clear by the Promoter and the Allottee(s) agree(s) that the said Apartment along with mechanical open/ covered 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 Premises 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 accept for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the said Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest



thereon before transferring the said Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee(s) has/have paid a some of Rs. ----- (Rupees----- only) as Booking Amount being part payment towards the Total Price of the said Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agree(s) to pay the remaining price of the said Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the rate of SBI Prime Lending Rate plus two (2%) per cent per annum.

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of **"ASPIRATIONS HOMES PRIVATE LIMITED A/C ALOFT"** payable at Kolkata.

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

3.1 The Allottee(s), if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agree(s) that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under 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(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoters 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 Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee(s) has/have hereby authorized the Promoter to adjust/ appropriate all payments made by him/ her/them under any head(s) of dues against lawful outstanding of the Allottee(s) against the said Apartment, if any, in his/ her/their name and the Allottee(s) undertake(s) not to object/ demand/ direct the Promoter to adjust his/her/their payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Apartment to the Allottee(s) and the common areas to the Association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/SAID APARTMENT:

The Allottee(s) has/have seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the Act and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE SAID APARTMENT:



7.1 Schedule for possession of the said Apartment –The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee(s) 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 handover possession of the said Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **31st December 2020** unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee(s) agree(s) that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agree(s) and confirm(s) 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(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agreed that he/ she/they shall not have any rights, claims etc. against the Promoter and 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 occupancy certificate/completion certificate/partial completion certificate/provisional completion certificate from the competent authority shall offer in writing the possession of the said Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate.

Provided that, in the absence of local law, the conveyance deed in favor of the Allottee(s) shall be carried out by the Promoter within three (3) months from the date of issue of occupancy certificate. The Promoter agree(s) and undertake(s) to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), 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 completion certificate for the Project. The Promoter shall handover the completion certificate/partial completion certificate/provisional completion certificate of the project, as the case may be, to the Allottee(s) at the time of conveyance of the same.



7.3 Failure of Allottee(s) to take possession of Apartment - Upon receiving a written intimation from the Promoter as per Para 7.2 herein above, the Allottee(s) shall take possession of the said 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 said Apartment to the Allottee(s). In case the Allottee(s) fail(s) to take possession within the time provided as per Para 7.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

7.4 Possession by the Allottee(s) - After obtaining the occupancy certificate/completion certificate/partial completion certificate/provisional completion certificate and handing over physical possession of the said Apartment to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, 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 or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.5 Cancellation by Allottee(s) - The Allottee(s) shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act.

Provided that where the Allottee(s) propose(s) to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five (45) days of such cancellation.

7.6 Compensation - The Owners/Promoter shall compensate the Allottee(s) in case of any loss, caused to him/her/them due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wish(es) to



withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her/them in respect of the said Apartment, with interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due. Provided that where if the Allottee(s) does/do not intent to withdraw from the Project the Promoter shall pay the Allottee(s) interest for every month of delay, till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- i) The Owners and the Executors have absolute, clear and marketable title with respect to the said Premises and the requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the said Premises for the Project;
- ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii) There are no encumbrances upon the said Premises or the Project;
- iv) There are no litigations pending before any Court of law or Authority with respect to the said Premises, Project or the said Apartment;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, and said 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(s) created herein, may prejudicially be affected;
- vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Premises, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;



ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;

x) The said Premises is not the subject matters 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 possession of the said Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottees or the competent authority, as the case may be;

xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Premises 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) The Promoter fails to provide ready to move in possession of the said Apartment to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and/or 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 its registration under the provisions of the Act or the rules or regulations made there under.



9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is/are entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the said Apartment, along with interest within forty-five (45) days of receiving the termination notice:

Provided that where an Allottee(s) does/do not intend to withdraw from the Project or terminate the Agreement, he/she/they shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

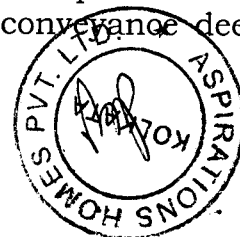
9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails/fail to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate of SBI Prime Lending Rate (PLR) plus two per cent (2%) per annum.
- (ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee(s) about such termination at least thirty days (30) prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT :

The Promoter, on receipt of Total Price of the said Apartment as per Para 1.2 under the Agreement from the Allottee(s) shall execute a conveyance deed



and convey the title of the said Apartment together with proportionate indivisible share in common areas within three (3) months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee(s):

Provided that, in absence of local law, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within three (3) months from the date of issue of occupancy certificate and the completion certificate, as the case may be.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorize(s) the Promoter to withhold registration of the conveyance deed in his/her/their favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID APARTMENT/ PROJECT:

The Promoter shall be responsible for providing and maintaining the 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 has been included in the Total Price of the said Apartment.

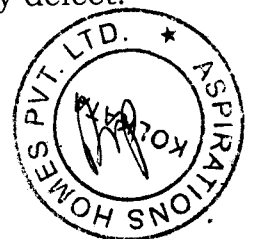
12. DEFECT LIABILITY:

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 this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS:

The Promoter/ facility maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agree(s) to permit the Association of allottees and/or facility maintenance agency to enter into the said 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(s) and service areas:- The basement and service areas, if any, as located within the said Project name, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenable 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(s) further undertake(s), assure(s) and grantee(s) that he/she/they would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee(s) also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages. The Allottee(s) shall also not remove any wall, including the outer and load wall of the said Apartment.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive 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 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 anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

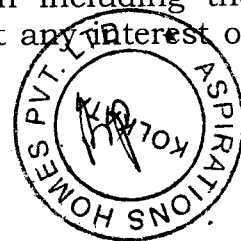
After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and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

19. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The promoter shall show compliance of various laws/ regulations as applicable.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) sign(s) and deliver(s) this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty (30) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar and/or Registrar of Assurances, Kolkata as and when intimated by the Promoter. If the Allottee(s) fail(s) to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar/Registrar of Assurances, Kolkata for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) 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 said Apartment.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

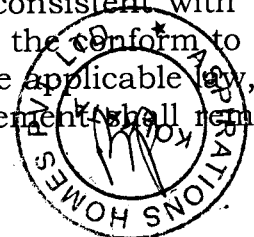
24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee(s) in not making payments as per the Payment Plan [Schedule 'C'] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) 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 part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to the conform to the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and 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(s) has/have to make any payment, in common with other Allottee(s) in the Project, the same shall be the proportion which the total carpet area of the said 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(s), in Kolkata after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Alipore and/or Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

That all the notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by registered post at their respective addresses specified below:-

Promoter's name: ASPIRATIONS HOMES PRIVATE LIMITED	Allottee(s) name
Address: 2C, Mahendra Road, Police Station- Bhawanipore, Post Office - Bhawanipore, Kolkata-700 025.	Address..... 

It shall be the duty of the Allottee(s) and Promoter to inform each other of any changes 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(s), as the case may be.

30. JOINT ALLOTTEE:

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 Allottee(s).

31. SAVINGS:

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

32. GOVERNING LAW:

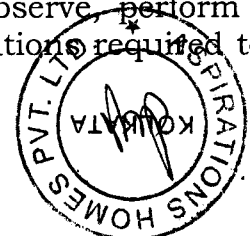
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

34. MISCELLENEOUS:

Subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations mentioned hereinabove and in addition thereto the parties hereto shall also observe, perform and fulfill the covenants, stipulations, restrictions and obligations required to be



performed, followed and complied by the parties herein, including but not limited to those mentioned in the **Schedule 'I'** here under written.

THE SCHEDULE 'A' ABOVE REFERRED TO:

(SAID APARTMENT)

ALL THAT the residential apartment situated within the Project named **ASPIRATIONS ALOFT** at Kolkata, within the jurisdiction of Ward No. 63 of Kolkata Municipal Corporation / Municipality, under P.S. Shakespeare Sarani and delineated on the plan '.....' annexed hereto and bordered in colour "YELLOW" thereon together with the exclusive right to use the adjoining open terrace/open space, if any, also delineated on the map 'B' annexed hereto and bordered in colour "YELLOW" thereon and together further with the car parking space(s), as per details given herein below;

- i) Apartment No. _____
- ii) BHK _____
- iii) Floor _____
- iv) Block being No : _____
- v) Tower No. _____
- vi) Type _____
- vii) Carpet Area (which will mean the carpet area of the Said Apartment calculated in the manner provided under the relevant act(s)... _____ sft., more or less.
- viii) Area of the adjoining terrace/open space: _____ sft.
- ix) Area of the adjoining balcony: _____ sft.
- x) _____ No(s) of Open car parking space (135 sft. each more or less).
- xi) _____ No(s) of Covered car parking space (135 sft. each, more or less).

THE SCHEDULE 'B' ABOVE REFERRED TO:

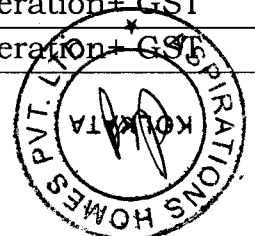
(FLOOR PLAN OF THE APARTMENT)

THE SCHEDULE 'C' ABOVE REFERRED TO:

(PAYMENT PLAN)

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

At the time of Booking/Agreement	10% of Total Consideration+ GST
On Commencement of Piling	10% of Total Consideration+ GST



On Commencement of Plinth Level & Foundation	8% of Total Consideration+ GST
On Completion of 1st Floor Roof Casting	8% of Total Consideration+ GST
On Completion of 4th Floor Roof Casting	8% of Total Consideration+ GST
On Completion of 7th Floor Roof Casting	8% of Total Consideration+ GST
On Completion of 10th Floor Roof Casting	8% of Total Consideration+ GST
On Completion of 13th Floor Roof Casting	8% of Total Consideration+ GST
On Completion of 15th floor Roof Casting	8% of Total Consideration+ GST
On Completion of Brick Work	8% of Total Consideration+ GST
On Completion of Flooring	8% of Total Consideration+ GST
On Possession	8% of Total Consideration+ GST

THE SCHEDULE 'D' ABOVE REFERRED TO:

(SPECIFICATIONS OF THE APARTMENT)

1. Structure:

R.C.C. framed structure.

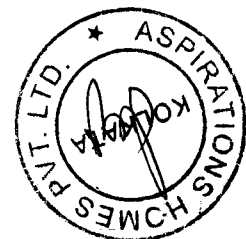
2. Flooring:

a. Common area:

Lift facial/Corridors/Stairs : Granite flooring / Imported Marbles

b. Apartment:

- o Foyer : Imported Marbles
- o Living & Dining : Imported Marbles
- o Master Bedroom : Imported Marbles
- o Other Bedrooms : Imported Marbles
- o Balcony & Utility : Vitrified tiles flooring



- Kitchen : Vitrified tiles

c. Toilets:

- Antiskid Ceramic tiles flooring.
- Glazed / Ceramic tile dado up to 8 feet Height.

3. **Toilets:**

- Hot and cold Single lever basin mixer for all the toilets.
- Single lever with CP shower units in bath area for all the toilets.
- Health Faucet For all the Toilets.
- Granite counter top washbasin in all Bathroom.

All of reputed make.

4. **Doors:**

- Main door-both side teak veneer shutter with polish.
- All other doors made of flush shutters.

5. **Windows:**

- Aluminium sliding windows.
- Ventilators for toilets.

6. **Painting:**

- Exterior finish with Textured Finish.
- Internal walls and Ceilings with putty

7. **Electrical:**

- One TV point in the living room & all bedrooms.
- Fire resistant electrical wires of Reputed brand.
- Electrical Modular switches of Reputed make.
- Telephone points in all bedrooms and living area.



- Air condition point in all bedroom & living room.
8. **Telephone/ Intercom Facility:**
- Intercom facility from each apartment to the security room
9. **Lift:**
- Automatic passenger lifts of reputed make.
10. **Back- up Generator:**
- Full power back up for each apartment (At extra cost).
11. **Security Systems:**
- A CCTV camera will be installed in the Lobby/ Security Room /Periphery Vital Points.
12. **VRV system (AT EXTRA COST)**

THE SCHEDULE 'E' ABOVE REFERRED TO:

(COMMON AREAS, COMMON AMENITIES AND FACILITIES OF THE PROJECT)

PART - I

(Common Areas)

1. The entire land for the project or where the project is developed in phrases and registration under the Act is sought for a phase, the entire land for that purpose;
2. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building;
3. The common terraces and common storage spaces;



4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
5. Installations of central services such as electricity, gas, water and sanitation, air – conditioning and incinerating, system for water conservation and renewable energy;
6. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different Apartments and from reservoir to overhead water tanks, the pump rooms and all apparatus connected with installations for common use;
7. Drains and sewers from the building or buildings to the Municipality drain;
8. Electrical installations and main switches and meters;
9. Water and sewage, evacuation pipes from the Apartments to drains and sewers common to the building;
10. Main gate and ultimate roof to the building;
11. External Walls (which includes 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments);
12. All community and commercial facilities as provided in the project;
13. All other portion and/or portions of the project necessary or convenient for its maintenance, safety, etc. and in common use;

PART – II

(Common Amenities & Facilities)

1. AC Community Hall
2. High Security with CCTV and Intercom facilities
3. Elevator Facility
4. AC Gymnasium



5. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
6. Elevator of reputed manufacturer with lift shafts and lift room
7. Staircases and landings with Marble flooring having Aluminium windows with glass panes.

THE SCHEDULE 'F' ABOVE REFERRED TO:

(SAID PREMISES)

A) ALL THAT the partly two-storied and partly three-storied brick-built messuage tenement and/or dwelling house Together With the piece and parcel of land containing an area of 1 Bigha, 8 Cottahs, 12 Chittacks, 22 Sq. ft. but on actual measurement containing an area of 1 Bigha, 9 Cottahs, 2 Chittacks, 40 Sq. ft. be the same a little more or less together with structure standing thereon, ground floor measuring about 4000 Sq. Ft., first floor measuring about 4000 Sq. Ft. and second floor measuring about 2000 Sq. Ft.. situate lying at and being premises No. 14, Shakespeare Sarani, formerly Theatre Road (formerly No. 7, Theatre Road) being part of Holding No. 60, Block No. 19 in the southern division, in KMC Ward no 63 , Police Station – Shakespeare Sarani, within the jurisdiction of the Registrar of Assurances, Kolkata in the town of Kolkata and butted and bounded as follows :-

ON THE NORTH	:	By Shakespeare Sarani
ON THE EAST	:	Partly by property No.16, Shakespeare Sarani.
ON THE WEST	:	By 12, Shakespeare Sarani
ON THE SOUTH	:	By 12, Shakespeare Sarani

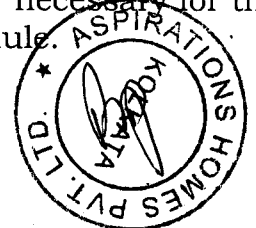
B) ALL THAT the partly two-storied and partly three-storied heritage building having a total gross area of 12,032 sq.ft. approximately constructed on the piece and parcel of land containing an area of 4207 sq.ft. be the same or a little more or less being the front portion of the said property more fully and particularly mentioned and described in the First Schedule herein above written.



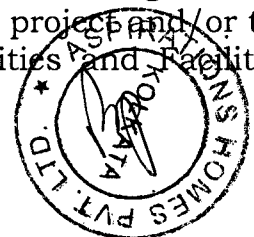
THE SCHEDULE 'G' ABOVE REFERRED TO:

(COMMON EXPENSES)

1. Repairing, rebuilding, repairing, improving as necessary and keeping the said project, the Building(s) and the Common Areas And Facilities and every exterior part thereof in good and substantial repair, order and condition and renewing and replacing etc. all worn or damaged parts thereof.
2. As often as may be necessary in the opinion of the Promoter or the facility Management Company or the Association, as the case may be, painting with quality paint and in a proper and workmanlike manner all the wood, metal, stone and other work of/at the said project, the Building(s) and the Common Areas, Common Amenities And Facilities and the external surfaces of all exterior doors etc. of the Building(s) and the Common Areas, Common Amenities And Facilities and decorating and coloring all such parts of the Building(s) and the Common Areas, Common Amenities And Facilities, as usually are or ought to be.
3. Maintaining, repairing and where, necessary reinstating any boundary wall, hedge or fence.
4. Keeping the driveways, passages and pathways of the said project in good repair, and clean, tidy and edged.
5. Cost of clearing, repairing, reinstating any drains and sewers.
6. Paying such workers as may be necessary in connection with the upkeep and maintenance of the said project, the Building(s) and the Common Areas, Common Amenities And Facilities.
7. Cost of operating and maintaining the various facilities/utilities comprising a part of the Common Areas, Common Amenities And Facilities.
8. Insuring any risks.
9. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Promoter or the Association or the facility management agency may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.



10. Cleaning as necessary, the external walls and windows (not forming part of any Apartment) in/at the said project and/or the Building(s) as may be necessary as also the Common Areas, Common Amenities And Facilities, the passages, landings, staircases and all other common parts of the Building(s) and the said project as identified by the Promoter or the Facility Management Company or the Association, as the case may be.
11. Operating, maintaining and if necessary, renewing from time to time the lighting apparatus of the said project, the Building(s) and the Common Areas, Common Amenities And Facilities, and providing additional lighting apparatus thereat.
12. Maintaining and operating the lifts, generator and all facilities and utilities forming a part of the Common Areas, Common Amenities And Facilities and also those identified by the Promoter, if any.
13. Providing and arranging for removal of rubbish.
14. Paying at the rates, taxes, commercial surcharge, levies, duties, charges assessments and outgoings whatsoever (whether central, state or local) assessed, charged or imposed or payable presently or in the future with retrospective effect or otherwise, in respect of the said project and/or Building(s) and/or the Common Areas, Common Amenities And Facilities and or any part thereof, excepting in so far as the same is the responsibility of an end user/the occupant of any Apartment.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any Authority in connection with the said project and/or the Building(s) and/or any part thereof so far as the same is not the liability of and/or attributable to an end user/occupant of a Apartment.
16. Generally managing and administering and protecting the said project, the Building(s) and the Common Areas, Common Amenities And Facilities, and for such purpose employing any contractor and enforcing the observance of the covenants on the part of the end users/occupants of any of the Apartment.
17. Employing qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and all regulations, orders and bye-laws made there under relating to the said project and/or the Building(s) and/or the Common Areas, Common Amenities and Facilities



excepting those which are the responsibility of an end user/occupier of any Apartment.

19. Administering the management of the staff and complying with all relevant statutes and regulations and orders there under and employing whenever necessary suitable person(s) or firm to deal with these matters and disengage them when required.

20. The purchase, maintenance and renewal of any other equipment and the provision of any other service, which in the option of the Promoter or the Facility Management Company or the Association, as the case may be, it is reasonable to provide.

21. Charges/fees of the Facility Management Company, if any.

22. Service Charges of the Promoter till the maintenance is taken over by the Association.

23. Such periodic amounts, as may be estimated by the Promoter or the Facility Management Company or the Association, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this schedule or expected to be incurred at any time.

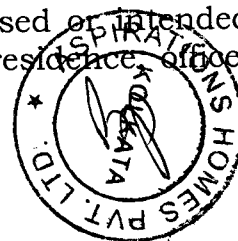
24. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule.

THE SCHEDULE 'H' ABOVE REFERRED TO:
(OTHER DEFINITIONS)

For the purpose of this Agreement for Sale, all words used herein shall have the same meaning, if defined in the Act or the Rules and unless the context otherwise requires-

ADVOCATES - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001 appointed by the Promoter herein, inter alia, for preparation of this agreement and Conveyance for transfer of the apartment in the Project.

APARTMENT - shall mean a chamber, dwelling apartment, apartment, office space, showroom, shop, suite, apartment or any enclosed space, located on any floor or any part thereof, in the new building, used or intended to be used for any residential or commercial use, such as residence office, shop,



or showroom or for carrying on any business occupation profession or trade or for any other type of use ancillary to the purpose specified.

ARCHITECT – shall mean **SPACE** of 35A, Sarat Banerjee Road, Kolkata – 700 029 and/or any such person or persons who may be appointed by the Promoter as the Architect for the said Project and who is registered as an architect under the provisions of the Architects Act, 1972.

ASSOCIATION – shall mean an Association of Allottees in the Project to be formed by the Promoter under the provisions of West Bengal Apartment Ownership Act 1972 or any other similar Act applicable thereto.

APPLICATION MONEY- shall have the meaning ascribed to it in Clause 1.16.

BOOKING AMOUNT- shall mean 10% of the Consideration for the Apartment which includes the Application Money;

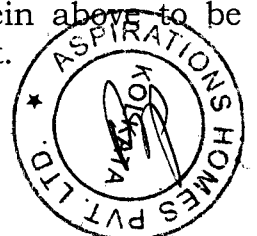
BLOCK/TOWER - shall mean the New Building block or tower where the Apartment(s) of the Allottee(s) is/are situated comprising residential apartments, residential areas, open or covered parking spaces and other constructions whatsoever to be constructed, erected and completed in accordance with the Plan.

BUILT-UP AREA - shall according to its context mean the plinth area of the apartment described in the **Schedule 'A'** herein above and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two apartments then half of the area under such wall, column or pillar shall be included in each such apartment.

CARPET AREA - shall according to its context mean the usable floor area of the apartment described in the **Schedule 'A'** herein above excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment.

COMMON AREAS – shall mean and include as mentioned in the **Schedule 'E'** herein above written to be used in common by all the Allottees of the Project.

COMMON FACILITIES AND AMENITIES: shall mean and include the facilities and amenities as mentioned in **Schedule 'E'** herein above to be used and enjoyed in common by all the Allottees of the Project.



COMMON EXPENSES - shall mean and include as mentioned in the **Schedule 'F'** herein above written all expenses for maintenance, management, upkeep and administration of the Common Areas, Common Facilities and Amenities and for rendition of common services in common to the Allottees and to be contributed, borne, paid and shared by all the Allottees of the Project.

COMMON PURPOSES - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

EFFECTIVE DATE - shall mean the date of execution of this Agreement when the Agreement comes into force.

UTILITY ROOM - shall mean the room on the floor of the Apartment or in any other floor or in the ground floor level wherever agreed to be sold along with the Apartment.

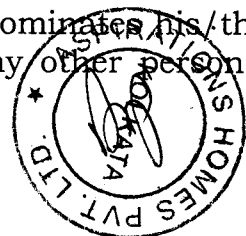
SCHEDULE 'I' ABOVE REFERRED TO:

**(MISCELLANEOUS TERMS CONDITIONS COVENANTS STIPULATIONS
OBLIGATIONS RESTRICTIONS TO BE OBSERVED BY THE
ALLOTTEE(S)/PROMOTER)**

1.1 Prior to any nomination and/or assignment and/or transfer of the benefit of this Agreement the Allottee(s) shall make payment of all dues including interest if payable on account of default to the Promoter in terms of this Agreement.

1.2 The Allottee(s) shall obtain prior written permission of the Promoter in respect of such nomination, assignment and transfer and the nominee(s) shall be bound to enter into a tripartite agreement with the Promoter and the Allottee(s).

1.3 If prior to execution of the conveyance, the Allottees nominate his/their provisionally allotted apartment unto and in favor of any other person or



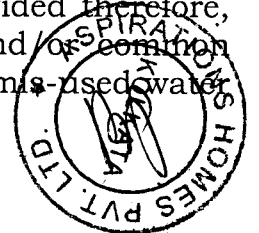
persons in his/their place and stead, the allottee may do so with the permission of the Promoter subject to payment of administrative charges @ Rs. 1,50,000/- (Rupees One Lac Fifty Thousand) Only on 1st Nomination and Rs. 2,00,000/- (Rupees Two Lacs Only) + GST on any subsequent nomination thereafter to the Promoters. In the event of such 1st Nomination, the legal fees for the preparation of the nomination agreement to be paid is Rs.30,000/- only and for any subsequent nomination the legal fees to be paid is Rs.50,000/- only.

2.1 The Allottee(s) shall comply with and/or adhere to all the applicable laws and all the rules and guidelines and bye-laws etc. of the Association formulated and/or to be formulated from time to time by the Association.

2.2 Each Apartment in the project shall represent one (1) share irrespective of the numbers of persons owning such Apartment and irrespective of the same person or persons owning more than one (1) Apartment in the project. Further in the event a Apartment is owned by one person then the person whose name first appears in the nomenclature of this Agreement as the Allottees shall only be entitled to become of the member of such Association.

2.3 The Promoter shall handover the common areas together with the relevant documents and maps pertaining thereto within such times and such manner under the applicable laws.

2.4 The Allottee(s) shall inter alia (i) co-operate in the management and maintenance of the common areas, facilities and amenities (ii) observe rules and by-laws framed from to time (iii) pay for electricity and other utilities consumed (iv) use the Apartment for the residential purpose only and shall not (i) alter, modify in any manner the elevation and exterior colour scheme of the said Apartment, (ii) not alter, modify and/or change in any manner of structure and/or civil construction of the said Apartment, (iii) shall not subdivide the said Apartment, (iv) shall not create any nuisance and/or disturbance, (v) shall not store or cause to be store any hazardous, offensive, inflammable, combustible, obnoxious and/or dangers articles in the said Apartment and/or common areas, (vi) shall not obstruct the Association and/or facility management agency in their acts relating to the common areas and amenities and facilities, (vii) shall not violate any rules and regulations for the use of the common areas and amenities and facilities, (viii) shall not put-up and affix any sign board, name plate or any other similar articles in the common areas save at the places provided therefore, (ix) shall not damage any portion of the common areas and/or common amenities and facilities, (x) shall not mis-use or permit to be mis-used water



supply to the said Apartment and/or project, (xi) shall not harbor and/or slaughter any animal in the said Apartment and/or the project and/or violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the said Apartment and the said Project, (xii) shall not cover any part or portion of the common areas and shall follow all other rules and regulations and restrictions to be framed from time to time by the facility management agency and/or association.

2.5 The Allottee(s) has/have been made aware and has/have unconditionally agreed that the occupants of other Apartments of the Project shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities of the Project which are so intended by the Promoter for use of the occupants of other Apartments of the Project. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right title and interest in the Apartment together with the pro rata share in the Common Areas of the said Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee(s) hereby agree(s) to purchase the said Apartment.

2.6 The Allottee(s) agree(s) and covenant(s) not to claim any right of possession over in respect of the said Apartment till such time the Allottee(s) has/have paid the entirety of the Total Price of the said Apartment, The Total Extras and Deposits, and the applicable taxes thereon as mentioned herein above and all other amounts agreed to be paid and deposited under this Agreement and has/have duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee(s) in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to hand over possession of the said Apartment.

3.1 If the Promoter at any time during the project execution finds itself in a situation which prevents it from completing the project within time and/or extended time in such event the Promoter shall have the right to return the money received that far with interest at the prime lending rate of SBI plus two percent p.a. within such time and in such manner as the parties may agree.

3.2 The Allottee(s) shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to simultaneous completion of construction by the Promoter as provided in the Payment Schedule.



4.1 If applicable, the tax deduction at source (TDS) under the Income Tax laws shall 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 and the Allottee shall provide proper evidence thereof to the Promoter within ___ (____) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

4.2 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/financial institution the promoter shall act in accordance with the instructions of the bank/financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/Financial Institution.

5.1 The Allottee(s) shall keep the Promoter indemnified of from and against all actions, proceedings, damage, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Apartment and the said Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee(s) or the servants / agents / licensees / invitees / visitors of the Allottee(s) and/or any breach or non-observance by the Allottee of any of the terms herein contained.

6.1 It is clarified that the Defect Liability of the Promoter under the applicable statute for the time being in force shall not cover defects, damage or malfunction resulting from the following events:

(i) where the manufacturer warranty as shown by the Promoter to the Purchaser(s) ends before the Defect Liability period and such warranties are covered under the maintenance of the said Apartment/Project and if the annual maintenance contracts are not done/renewed by the Allottee(s);

(ii) regular wear and tear excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20* C and which do not amount to structural defects and bad workmanship or structural defect;



(iii) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

(iv) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

(v) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

(vi) If the Allottee(s) after taking actual physical possession of the Apartment, executes interior decoration work including any addition and or alteration in the layout of the internal walls by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

(vii) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

(viii) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee(s) or his / her/their agents in the manner in which same is required to be maintained.

(ix) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

(x) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.



6.2 It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to mutually appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

6.3 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee(s), without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

7.1 The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors and fixtures and dimension provided in the show / model unit exhibited at the site only provides a representative idea and the actual unit/Apartment agreed to be constructed may not include the fittings and fixtures are provided they may vary as to make, color, shape, shade and appearance for the ones provided in the Model Unit and the Allottee(s) shall not be entitled to raise any claim for such variation.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED EXECUTORS: Please affix photograph and sign across the photograph

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY Please affix



THE WITHIN NAMED:
OWNERS:

photograph and
sign across the
photograph

(1) Signature _____
Name _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature
Name _____
Address _____

2. Signature
Name _____
Address _____

SIGNED AND DELIVERED BY
THE WITHIN NAMED:
PROMOTER:

Please affix
photograph and
sign across the
photograph

(1) Signature _____
Name _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature
Name _____
Address _____

2. Signature
Name _____
Address _____



SIGNED AND DELIVERED BY THE WITHIN NAMED:
ALLOTTEES: (including joint buyers) Please affix photograph and sign across the photograph

Signature _____
Name _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature
Name _____
Address _____
2. Signature
Name _____
Address _____

