

# NEXOME REAL ESTATES PRIVATE LIMITED

(Formerly Mukti Real Estate Pvt. Ltd.)

## ALLOTMENT LETTER

Date: \_\_\_\_\_

To \_\_\_\_\_

Dear Sir/Madam

Re: Allotment of Apartment No. \_\_\_\_\_ having a carpet area of \_\_\_\_\_ square feet (\_\_\_\_\_ square meters), Built up area \_\_\_\_\_ square feet approx and super built up area \_\_\_\_\_ square feet on the \_\_\_\_\_ Floor along with the right to park ..... car(s) in the [covered/open] parking space measuring an area of [\_\_\_\_\_] square feet ([\_\_\_\_\_] square meters) at the ground floor level ('Property') in the complex known as "Nexome Tripura" situate at **59 Ballygunge Circular Road (adjoining Tripura House), Kolkata 700 019** under the limits of Kolkata Municipal Corporation in the State of West Bengal ("Project")

With reference to your Application Form No. .... dated ....., for allotment ("Allotment") of the Property, we are pleased to inform you that the "flat along with parking" referred hereunder has been allotted to you on the following terms and conditions:

1. **Details of Property:**

Apartment No	Floor No.	Carpet Area (Sq mt and Sq ft)	Built up Area (Sq ft)	Super Built up Area (Sq ft)	Car Parking details

2. **Sale Price and other charges:** The Sale Price of the Property is Rs.....The Extras & Deposits and Taxes shall be paid as per provisions contained in Agreement for Sale ("AFS") and in the manner as mentioned in the agreed Payment Schedule.
3. We are also pleased to inform you that you need to execute the AFS with us within 30 (thirty) days from the date of this Allotment Letter, i.e. by .....("Due Date").
4. For your ready reference we have set out below the activities you need to strictly comply within the Due Date:
- (i) Sign this Allotment Letter and return the same to us within 30 days from the date of issuance of this Allotment Letter;
  - (ii) Pay the Allotment Money within 30 days from the date of issuance of this Allotment Letter
  - iii) Pay the requisite legal expenses including stamp duty charges and registration costs as applicable and payable by the Allottee(s) for the execution and registration of the AFS.
5. The Allotment of the flat along with parking shall be governed by the provisions of the Application Form, AFS and this Allotment Letter. The provisions of the AFS shall at all times be read as a part and parcel of this Allotment Letter. The words starting in capital letters shall have the meaning respectively assigned to them in the AFS.
6. The flat along with parking shall be deemed to have been allotted to you only when within 30 (thirty) days from the date of this Allotment Letter (i) the duplicate copy of this Allotment Letter duly signed by you is received by us, (ii) the AFS is executed by you; and (iii) the Allotment Money as indicated in the **enclosed** Payment Schedule is paid to us. In case you fail to adhere to the above timeline in

fulfilling all the conditions mentioned above, you will be deemed to be a defaulter and the Promoter shall issue a notice to you asking to comply with the conditions within 15 (fifteen) days from the date of notice, failing which the Application and this Allotment Letter shall stand automatically cancelled/withdrawn and cancellation/withdrawal charges shall apply as per the agreed Payment Schedule. In case of such cancellation/withdrawal, you shall have to make fresh Application for an Apartment (if then available) at the Price then prevailing.

7. The timely payment of all installments and the continued compliance by you of the provisions of the AFS and this Allotment Letter shall be the essence of the Allotment.
8. The Promoter shall have full rights, powers and authority at all times to do all acts and things which may be considered necessary and expedient by it for the purpose of enforcing the provision of this Allotment Letter including the provisions of the AFS and other reservations imposed, if any, in respect of the Property hereby allotted and to recover from you, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way related thereto.
9. The Promoter reserves the right to suitably amend the above terms and conditions of Allotment in case it is deemed necessary in view of any conditions and/or restrictions imposed by the authorities concerned or any change and/or amendment or levy of any applicable laws etc. and you shall be deemed always to have consented to such changes or amendments in the terms and conditions.
10. The allotment of the flat along with parking shall be provisional and shall remain so till such time a formal Transfer/Conveyance Deed for transfer of the same is executed and registered in your favour.

We look forward to a meaningful association with you.

Thanking You.  
Yours faithfully,

**For NexomeReal Estate Private Limited**

\_\_\_\_\_  
I/We hereby accept the above terms and conditions

\_\_\_\_\_  
**Sole/First Allottee**

Date:

Place:

\_\_\_\_\_  
**Joint Allottee**

Date:

Place:

**Annexure**

**Schedule A: Details Of the flat along with parking**

**Schedule B: Details Of the Price**

**Base Cost Charges Breakup**

**Other Charges Breakup**

**Schedule C: Payment Schedule**

**THIS AGREEMENT FOR SALE** made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018

**BY AND BETWEEN**

Manikya Pradyut Kishore Deb Burman (PAN No. \_\_\_\_\_), R/o 59, Ballygunge Circular Road, Kolkata-700019 hereinafter referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes their respective heirs, legal representatives executors, administrators and assigns) of the **FIRST PART**

**AND**

M/s. Nexome Real Estates Private Limited, (CIN No. \_\_\_\_\_) (Formerly Mukti Real Estate Private Limited) a company incorporated under the provision of the Companies Act, 1956 represented by \_\_\_\_\_ having its registered office at 'Vaibhav' (4F), 4 Lee Road, Kolkata- 700 020 hereinafter referred to as the "**PROMOTER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes its successor or successors in office/interest, affiliates and assigns) of the **SECOND PART**

**AND**

(1) \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter referred to as the "**ALLOTTEE(S)**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes their respective heirs, legal representatives executors, administrators, successors, legal representatives and assigns) of the **THIRD PART**;

The Promoter/Owner and the Allottee shall hereinafter collectively referred to as "**the Parties**" and individually as a "**Party**"

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires:-

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

## WHEREAS

- A. Manikya Pradyut Kishore Deb Burman is the sole, absolute and exclusive owner of the property known as ‘Tripura House’ situate at 59, Ballygunge Circular Road, P.S.- Ballygunge, Municipal Ward no. 69, Borough No. VIII, Kolkata 700 019, admeasuring 4 (four) bighas 13 (thirteen) cottahs and 5 (five) chittacks or thereabouts, more particularly described in **Part I of Schedule A** hereunder written hereinafter referred to as the “**Schedule Property**”;
- B. The Owner has entered into a Registered Development agreement dated August 27, 2015, and Addendum dated August 27, 2017, with the Promoter and the Owner has granted the right of development in respect of the **Demarcated Area** more particularly described in **Part II of Schedule A** unto and in favour of the Promoter herein for the consideration and on the terms and conditions contained and recorded in the said Agreement and the Promoter’s and Owner’s share have also been demarcated/allocated (hereinafter referred to as the said “**Development Agreement**”).
- C. The Demarcated Area is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and car parking spaces and the said project shall be known as “**Nexome Tripura**” (“Project”)
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Demarcated Land on which Project is to be constructed have been completed; as per building permit plan number 2017080082 dated 18<sup>th</sup> January 2018.
- E. The Owner has duly intimated the Kolkata Municipal Corporation about commencement of construction vide letter dated 19<sup>th</sup> January 2018 and the Kolkata Municipal Corporation has acknowledged the same.
- F. The Promoter has obtained the approval from the Heritage Commission, final layout plan, specifications and approvals for the Project and also for the apartment, building, from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

- G.* The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration No. \_\_\_\_\_;
- H.* The Allottee had applied for an apartment in the Project and has been allotted apartment No. \_\_\_\_\_ hereinafter referred to as the “**Apartment**” more particularly described in **Schedule B** and the floor plan or the apartment is annexed hereto and marked as **Annexure A**);
- I.* The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J.* The Allottee has inspected, and has fully satisfied himself/herself as to the (i) Title of the Owners (ii) The terms and conditions contained and recorded in the said Development Agreement and Addendum; (iii) has inspected the Plan sanctioned by Kolkata Municipal Corporation; (iv) The total carpet/super built area to comprise in the said Flat/Unit/Apartment.
- K.* The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;
- L.* 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;
- M.* In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking as specified morefully mentioned in **Schedule B** hereto.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment morefully and particularly mentioned in the **Schedule B**.
- 1.2 The Total Price payable for the Apartment is more fully mentioned in the **Schedule C** and does not include the cost of fitouts, internal finishing of the apartment, electrical wiring except wiring upto entrance, flooring other than plain cement floor, any sanitary fittings or counter slabs in the bathrooms, kitchen or the cost of finishing of the flat which shall be done by the Allottee at his/her/their own cost and the Owner/Promoter shall in no manner be responsible for the same-

**EXPLANATIONS**

- i) The Total Price above has been arrived at after giving the benefit of input credit and includes the booking amount paid by the allottee to the Promoter towards the Apartment
- ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax (GST) and Cess or any other similar taxes which may be levied, will be extra, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority as the case may be, after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - iv) The Total Price of the Apartment as per specifications morefully mentioned in **Schedule D** includes recovery of price of land, construction of the Common Areas, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it will exclude Taxes and maintenance charges and deposits as mentioned in Schedule C.
  - v) If prior to execution of the conveyance, the Allottee(s) nominates 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 @2% (two per cent) of the consideration to the Owner/Promoter.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4. The Allottee(s) shall make the payments as per the payment plan set out in **Schedule C("Payment Plan")**.
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @-8% per annum for the period by which the respective instalment has been preponed. The provision for allowing



rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **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 apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.
- 1.7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as **Schedule C** of this Agreement.
- 1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as provided for hereinafter:
  - (i) The Allottee shall have exclusive ownership of the Apartment;
  - (ii) The Allottee shall also have the right to use the undivided proportionate share in the Common Areas transferred to the association of the allottees. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of allottees after obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges

as applicable from time to time.

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Apartment and the Common Areas, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Plot and the Project. The price exclude Taxes, maintenance charges, deposits and other charges.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage shall be treated as a single indivisible unit for all purposes. It is agreed that the Real Estate Project is an independent, self-contained Project covering the said Demarcated Land underneath the building 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of all such phases to be developed by Promoter

1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11. The Allottee has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment] which includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in **Schedule C** as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

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

Subject to the terms of the Agreement and the Owner/Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Owner/Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Promoter payable at Kolkata at its office.

In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Owner/Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Owner/Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Owner/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.

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

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Owner/Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Owner/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner/Promoter immediately and comply with necessary formalities if any under the applicable laws, The Owner/Promoter shall not be responsible towards any third party making payment/

remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Owner/Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottees subject to the same being formed and registered.

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

- 6.1 The Allottee has inspected the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as contained in this Agreement which has been approved by the competent authority, as represented by the Owner/Promoter. The Owner/Promoter shall develop the Project in accordance with the said layout plans, floor plans and construct and complete the brick work along with plaster on the inside walls as per 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 Kolkata Municipal Corporation and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 6.2 Subject to necessary permission, the Owner/Promoter shall be entitled to all future vertical exploitation of the Building and/or the Premises by way of additional floor/storey/construction over the roofs of the Building and shall at their absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Portions and shall be entitled to deal with and dispose of all above in any manner whatsoever and for such purpose the Owner/Promoter are entitled to shift any part of the Common Area (including common installations) to the ultimate roofs and also to

make available the Common Area and all utility connections and facilities in respect of the additional/further constructions. The Allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Allottee because of the same. It is clarified that In case or additional construction on the roofs, the common Roof Area shall be shifted to the same position on the ultimate roofs along with the lift machine room and the water tank and shall have equivalent area.

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

**7.1 Schedule for possession of the said [Apartment/Plot]** – The Owner/Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Owner/Promoter assures to hand over possession of the Apartment for fitout possession as per specification on or before 27 months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the project is delayed due to the Force Majeure condition then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that in the event it becomes impossible for the Owner/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Allottee the entire amount received by the Owner/Promoter from the allotment within 45 days from that date. The Owner/Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

## **7.2 Procedure for taking possession –**

**7.2.1** The Owner/Promoter shall give 30 days notice in writing to the Allottee to commence and complete the fitouts of the apartment by way of internal finishing of the Apartment subject to payment of the Total Price in terms of **Schedule C**. Upon receipt of such notice the Allottee shall take steps to ensure that Fitout/internal finishing of the Apartment is taken up by the Allottee and completed within 8 eight months from the date of handing over by the Promoter. During the said

eight month period, the Allottee shall not be allowed to occupy the apartment till the completion certificate is granted by Kolkata Municipal Corporation..

**7.2.2** The Owner/Promoter, shall be responsible for completion of the Common Areas and obtain the completion certificate from the competent authority within 9 months and thereafter, offer in writing the possession of the Apartment/Plot to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amounts and registration of deed of conveyance. The Owner/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. Owner/The Promoter shall hand over the photocopy of completion certificate of the apartment to the allottee at the time of conveyance of the same.

**7.3 Failure of Allottee to take possession of [Apartment –**

Upon receiving a written intimation from the Promoter regarding receipt of completion certificate, the the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within 60 days such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges, municipal tax and other outgoings and further holding charge of Rs.2,500/- per day or part thereof for each days delay in taking possession.

**7.4 Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of the Apartment/Plot to all the Allottees in the project and on full payment under Schedule C, by the allottees, it shall be the responsibility of the Owner/Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees upon its formation and registration.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Owner/promoter, the Owner/promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation. Such right to cancellation shall cease once the Promoter offers the apartment for fitouts in terms of 7.2.1.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.2.2; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project. Without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment with interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the allottee within forty five days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Owner/Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

If due to any act, default or omission on the part of the Allottee, the Owner/Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Owner/Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

## **8. REPRESENTATIONS AND WARRANTIES OF THE Owner/PROMOTER:**

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

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land 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 Land or the Project;
- (iv) The details relating to the litigations relating to the Project have been uploaded on the website of the Authority;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and or any other agreement/arrangement with any person or party with respect to the said Apartment which will in any manner affect the rights of Allottee 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 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 Apartment to the Allottee and the common areas to the association once the same is formed and registered;
- (x) The Demarcated Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, along with common areas has been handed over to the allottee and the association of allottees to be registered;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served



upon the Promoter in respect of the said Land and/or the Project.

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

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

- (i) Owner/Promoter fails to provide fitout possession of the Apartment to the Allottee within the time period specified in para 7.2.1 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 'fit out possession' shall mean temporary permission given by the Owner/Promoter in respect of the said apartment to complete the internal finishing/fitouts and shall not give the right to the Allottee to use, occupy or enjoy the Apartment till completion certificate has been issued by the competent authority;
- (ii) Discontinuance of the Owner/Promoter's business as a on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Owner/Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Owner/Promoter as demanded by the Owner/Promoter. If the Allottee stops making payments, the Owner/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Owner/Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice and upon executing all necessary documents relating to cancellation;

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

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Owner/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Owner/promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Owner/Promoter in this regard, the Owner/Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Ownerpromoter shall intimate the allottee about such termination at least thirty days prior to such termination.

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

The Owner/Promoter, on receipt of Total Price of the Apartment/Plot as per para 1.2 under the Agreement from the Allotte, shall execute a conveyance deed drafted by the Owner/Promoter's Advocate and convey the title of the Apartment together with proportionate indivisible title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate. In case the Allottee fails to deposit the stamp duty and/or registration charges and the Allottee shall be bound by its obligations as mentioned in clause 7.3 of this agreement within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Owner/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The Allottee undertakes to pay all such maintenance charges as demanded by the Owner/Promoter and after formation and handing over to the Association, such maintenance charges as demanded by the association.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality of provision of services or any other obligations of the Owner/Promoter as per the agreement for sale relating to such development is brought to the notice of the Owner/Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Owner/Promoter to rectify such defects without further charge, within 30 (thirty) days and in the event of Owner/Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is clarified that the aforesaid responsibility of the Owner/Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottee of flats should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the Owner/promoter should not be held as liable as default on its part under this clause.

Provided that where the manufacturer warranty as shown by the Owner/Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Owner/Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing 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 hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to 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 built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

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

**14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within Nexome Tripura, 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

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

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, name plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design or place air-conditioning units on the western side of the building. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or

staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

The Owner/Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan, and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except as provided in clause 6.2 above.

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

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

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

The Owner/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 Owner/Promoter showing compliance of various laws/ regulations as applicable in said Act

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Owner/Promoter does not create a binding obligation on the part of the Owner/Promoter or the Allottee until firstly the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registrar of Assurances, B.B.D. Bagh, Kolkata as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the transaction herein shall be treated as cancelled and all sums deposited by the Allottee in this behalf including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, undertakings and affidavits 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.

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

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

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

The Promoter may, at its sole option and discretion without prejudice to its rights as set out in this Agreement,

- (i) Waive the breach by the Allottees in not making payments as per the Payment Plan in **Schedule C** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
- (ii) Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

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

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**27. FURTHER ASSURANCES:**

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

**29. NOTICES:**

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

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

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

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

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

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



**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

**34. MISCELLANEOUS**

- 34.1 In the event the Allottee fails to complete the fit-outs within 8 months or the extended period of 30 days thereafter, the Promoter shall be at liberty to have the flat completed at the risk and cost of the Allottee in accordance with the Municipal Bye-Laws and apply for completion certificate. The Allottee shall continue to remain liable for statutory and municipal outgoing/payments as per this agreement. In addition, the Allottee shall also be liable to pay a penalty of Rs. 2500/- per day for each day when the delay continues, provided such delay is attributable to any act/omission of the Allottee.
- 34.2 The Allottee shall be exclusively liable for the damages and losses incurred by the Promoter due to the delay or default of the Allottee in completing the fitout/finishing of the apartment and the Allottee undertakes to compensate the Promoter or other Allottees for delay in obtaining the completion certificate immediately upon a demand being raised by the Promoter.
- 34.3. In the event any apartment remains unsold or is sold by the Promoter in the 27<sup>th</sup> month or thereafter, the same shall be completed by the Promoter as per the specifications under the municipal laws and the possession of such apartment shall be handed over to the Allottee only after the completion certificate is issued by the Kolkata Municipal Corporation.
- 34.4. The Allottee agrees and covenants that the Promoter/Owner their family members, relatives, guests, friends, affiliates, associates, and agents shall continue to use and enjoy and have ingress and egress through the common gate and passage leading to the property commonly known as '**Tripura House**' and that the Allottee shall have no objection whatsoever.

- 34.5 The Allottee agrees that if during the period of construction any modification/change is necessary to building plans/structure as per KMC Rules/Regulations or Bye-laws, then the Allottee shall have no objection to the same and the Owner/Promoter is at liberty to have the plans suitably modified and carry out such works as may be necessary
- 34.6 The Allottee agrees that if during the fitout period or prior to the grant of completion certificate by KMC, if any inspection is required to be carried out either by the promoter/owner or the officials of the KMC, the Allottee shall have no objection and shall ensure that he or his representative is present at the time of such inspection.
- 34.7 The Allottee agrees in the event the Allottee requesting for change in nomination or a change of the layout in terms of Rule of the KMC Rules, the Allottee in addition to the charges mentioned in Schedule C shall be liable to pay the following:
- a. **Nomination:** Rs 300 per sq. ft. shall be paid incase of change in nomination, however, the first change in nomination shall be done free of all costs by the Promoter but the right of nomination is reserved by the Promoter.
  - b. **Rule 25 change:** Rs 40 per sq. ft shall be payable by the Allottee incase any internal changes are requested for by the Allottee which are in variance with the KMC sanctioned floor plan for the Allottee's apartment. However, no such request will be entertained by the Promoter, if the same is not received on or before the expiry of the 24<sup>th</sup> month from the date of commencement of construction. All such internal changes/renovation shall be carried out by the Allottee at his/their own cost and the Promoter shall in no manner be responsible for the same.
- 34.8 That on and from the date of possession of the said flat/unit, the Allottee shall:
- a. Co-operate in the management and maintenance of the said building.
  - b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said building.
  - c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.

- d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay as per rules on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said building and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
- i) to discontinue the supply of electricity to the "Said Apartment".
  - ii) to disconnect the water supply
  - iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
  - iv) to discontinue the facility of DG Power back-up
  - v) to discontinue the usage of all amenities and facilities provided in the said building to the Allottee and his/her/their family members/guests.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.
- f. Use the said flat/unit for residential purpose only.
- g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- j. Not to place or cause to be placed any article or object in the common area.
- k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.

- l. Not to park any vehicle 2/4 wheeler, in the said 'Housing Complex', unless the facility to park the same is obtained and/or acquired by Allottee.
- m. Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the complex, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
- o. Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said residential complex.
- p. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Flat' which in the opinion of the Promoter / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Society / Association may affect the elevation in respect of the exterior walls of the said building.
- q. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- r. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- s. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else, or excepting to a person who owns a Flat in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- t. Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said flat / unit in favour of the Allottee.
- u. Use the Community Hall for small functions of their families or for the meeting of flat owners or for the use of any function / meeting by all the flat owners of the complex. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said 'Housing Complex MWF' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.
- v. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Complex, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- w. To ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable

limits, so as not to cause discomfort or inconvenience to other Co- Purchasers.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature:

Name:

Address:

Please affix  
Photographs  
and Sign  
across the  
photograph

(2) Signature:

Name:

Address:

Please affix  
Photographs  
and Sign  
across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter

Signature:

Name:

Address:

Please affix  
Photographs  
and Sign  
across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner

Signature:

Name:

Address:

At \_\_\_\_\_ on \_\_\_\_\_ in the

presence of:

**WITNESSES:**

1. **Signature:**

**Name:**

**Address:**

2. **Signature :**

**Name:**

**Address:**

**SCHEDULE - A**

**PART I**

*ALL THAT piece and parcel of land with building and several dwelling units therein situated, lying at Tripura House being premises No. 59, Ballygunge Circular Road, Kolkata-700019 Police Station-Ballygunge, Ward No. 69 admeasuring an area of 4 Bighas 13 Cottahs and 5 Chittacks more or less with the municipal limit of Kolkata butted and bounded by-*

*On the North : By 59/1, Ballygunge Circular Road,  
On the South : By Ballygunge Circular Road  
On the East : By 59A, Ballygunge Circular Road  
On the West : By 60/1, Ballygunge Circular Road,*

**PART II**

*(DEMARCATED AREA)*

*ALL THAT piece and parcel of land with building and several dwelling units thereon situated, lying at the Western portion of the Tripura House being premise no. 59, Ballygunge Circular, P.S.-Ballygunge, Word No. 69, Kolkata- 700 019 at measuring an area of 1 Bigha 07 Cottah 36 Sq.ft. (20151.66 Sq.ft.) more or less as shown in the drawing annexed to the Development Agreement.*

**SCHEDULE - B**

*(APARTMENT)*

*ALL THAT the Apartment No. \_\_\_ on the \_\_\_ floor of "Nexome Tripura" at the Demarcated Area containing by admeasurement \_\_\_ Sq.ft. (super built up area) or \_\_\_ sq. ft. (carpet Area) Together With one car parking space No. \_\_\_ on the Ground Floor and two mechanical/stack parking bearing No.s \_\_\_ and \_\_\_ in the basement and open to sky parking on the ground floor forming part of the Owner's/Developer's Share TOGETHER WITH the undivided proportionate share into or upon the common areas and/or utilities into and/or facilities as mentioned in Schedule D and Schedule E in the said Building.*

**SCHEDULE - C**

**PART - I**

*" Payment Plan "*

<i>DETAILS</i>	<i>AMOUNT</i>
<i>Consideration for the said Flat alongwith covered area</i>	
<i>Consideration for three car Parking in the Parking</i>	



Space	
(Rupees	

**PART-II**

*“PAYMENT SCHEDULE’*

The agreed consideration mentioned in Part I above is to be paid by the Allottee to the Owner/Promoter in the following manner:

	Details	Percentage	Amount
a)	On or before signing of this Agreement to Sell	10%	
b)	On Casting Basement Roof	10%	
c)	On Ground Floor casting	10%	
d)	On 3 <sup>rd</sup> Floor casting	10%	
e)	On 6 <sup>th</sup> Floor casting	10%	
f)	On 9 <sup>th</sup> Floor casting	10%	
g)	On 12 <sup>th</sup> Floor casting	10%	
h)	On completion of Brick works	10%	
i)	On completion of electrical works	10%	
j)	On or before possession	10%	
	<b>Total</b>	<b>100%</b>	

**PART III**

*(ADDITONAL PAYMENTS, DEPOSITS AND Other CHARGES)*

- The Allottee shall make the following payments, deposits as well as other charges on the super built up area of the said Apartment to the Promoter **on or before notice of possession** as detailed below:

**Maintenance Deposit:** Rs 50/ sq.ft. to meet maintenance charges of the building. .

- Electricity:** for obtaining and providing electricity supply and meter, including, on account of transformer or electrical sub-station, if any, and its installation, HT/LT line supply, supply cables, switch gears, etc. The purchaser confirms and accepts that the purchaser shall bear and pay separately all the expenses (including the security deposit) payable to Calcutta Electric Supply Corporation limited (CESC) for his separate meter.
- Generator:** Pro-rata for providing common generator at actuals
- Advocate’s Fee:** Legal Fee payable to the Advocates shall be Rs. 1,50,000/- out of which 50% shall be paid at the time of execution of

*this Agreement for Sale and the balance 50% shall be paid at or before the Date of Possession or the date of execution of the Deed of Conveyance, whichever is earlier.*

- f. One time payment of Rs. 15,000/-per apartment as charge towards formation of Association/Company**
- g. VRV a/c system: as per location identified by the developer on actuals.**
- h. Sinking Fund deposit: Rs 100/ sq.ft.**
- i. Municipality deposit: on actuals.**
- j. Amenities on the First Floor: Rs 50/ sq.ft.**
- k. Any other Deposit as may be required.**

**SCHEDULE - D**

**(APARTMENT SPECIFICATIONS)**

<b>Structure:</b>	<i>RCC main structure as per Architect's plan and super structure of the saleable floors with unfinished raw floor and ceiling as per Architects' plan.</i>
<b>Walls:</b>	<i>Walls having conventional brickwork with openings for passage, doors, windows, etc along with POP finish.</i>
<b>Toilet and Kitchen</b>	<i>The Allottee shall be responsible for completing the Toilets and Kitchen. Toilet and kitchen trap positions cannot be changed or altered.</i>
<b>Flooring</b>	<i>Neat cement flooring</i>
<b>Main Door:</b>	<i>Main door with both side teak finish and night latch.</i>
<b>Windows:</b>	<i>Windows having double glazed aluminum/UPVC windows. Finesta or equivalent.</i>
<b>Air-Conditioning:</b>	<i>Outdoor installation by Promoter - charges to be paid and borne by Allottee. (Daiken/O General, Mitsubishi/ Toshiba)</i>
<b>Wiring</b>	<i>Internal wiring of the flat will be carried out by the Allottee. The Promoter shall only provide the wiring upto the DB box.__( Finolex,/Havells or equivalent)</i>

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**SCHEDULE - E**

*Specifications External*

<u>Ground Floor Lobby</u>	<i>A decorated air conditioned ground floor lobby with Italian marble flooring (Bottochino or equivalent), Plaster of Paris walls painted with light fittings, sofa sitting, modern security system, CCTV surveillance and sound system.</i>
<u>Typical Floor Lobby</u>	<i>floor lobby with Italian marble flooring (Bottochino or equivalent), Plaster of Paris walls painted with light fittings and CCTV surveillance.</i>
<u>Stairs</u>	<i>To be completed with stone finish/rough granite or equivalent.</i>
<u>Staff Toilet</u>	<i>Staff toilets on ground floor with vetrified tiles.</i>
<b>Common lighting:</b>	<i>Adequate illumination in common area and passages. With LED lights.</i>
<b>Ground Floor Landscapping:</b>	<ul style="list-style-type: none"> <li>• <i>Driveway will be completed done by PAVIT Tiles /Granite Tile paving.</i></li> <li>• <i>Security room at main gate.</i></li> <li>• <i>Security desk at main lobby.</i></li> </ul>
<b>Lifts:</b>	<i>2 high-speed passenger lifts (Schindler / Mitshubishi or equivalent) and 1 service lift (Otis or equivalent).</i>
<b>Car Park:</b>	<i>Mechanical(Wohr/Parklift or equivalent) /covered/open to sky car parks.</i>
<b>Security:</b>	<i>High tech Close Circuit TV system.</i>
<b>Generator/Power Backup:</b>	<i>24/7 power back-up facility for all common areas and agreed load in each flat ( Jakson, Volvo, Kirloskar or equivalent).</i>
<b>Fire Safety:</b>	<i>Fire hydrant and Hose reel system, Automatic sprinkler system, Fire detection and Alarm system as per safety recommendation of WBFES.</i>
<b>Water Treatment Plant</b>	<i>Latest water treatment plant with KMC water and RO water supply at one point in kitchen area of each</i>

	<i>flat.ION exchange or equivalent.</i>
<b><u>Specifications - Internal RAW Flat:</u></b>	•
<b><u>FIRST FLOOR Amenities/ Facilities</u></b>	<ul style="list-style-type: none"> <li>• <i>POP finished painted walls</i></li> <li>• <i>toilets with glazed tiles (Kajaria, Somani or equivalent) and quality bathroom fittings (Jaguar or equivalent).</i></li> <li>• <i>Air conditional community hall completed with Italian marble flooring (Bottochino or equivalent) and light fittings</i></li> <li>• <i>finished kitchen with light fittings and vitrified tiles.</i></li> <li>• <i>Covered all weather swimming pool with SPA facilities (steam room, massage room and changing rooms).</i></li> <li>• <i>GYM with modern equipment with suitable flooring and space for yoga</i></li> <li>• <i>Children's play area with soft flooring.</i></li> <li>• <i>Library cum lounge room with top quality furniture and Italian marble flooring (Bottochino or equivalent)</i></li> <li>• <i>Games room with suitable flooring with pool table and other games.</i></li> <li>•</li> </ul>
<b><u>ROOF TOP</u></b>	<i>Terrace garden for use of all residents with lounge, star gazing deck, water enclosed decks, planter boxes, Granite paving and pantry along with light fittings.</i>