

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE ("Agreement")** made on this \_\_\_\_\_ day of \_\_\_\_\_ 2018,

**BETWEEN**

**SOUTH KOLKATA HIRISE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having CIN U70109WB2012PTC184179, having PAN AARCS8161N having registered offices at Premises No. 2B, Mahendra Road, Police Station-Bhawanipore, Kolkata-700 025, 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 their respective successor successors in interest and assigns) of the **ONE PART**:

**AND**

\_\_\_\_\_, Aadhaar No. \_\_\_\_\_, having PAN \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Pin Code \_\_\_\_\_, and (2) \_\_\_\_\_, Aadhaar No. \_\_\_\_\_, having PAN \_\_\_\_\_, daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, 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 **OTHER 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 **OTHER 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 **OTHER 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 **OTHER PART**.

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the "parties" and individually as a "party".

**A. 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) as amended and/or substituted;
- (b) **ADVOCATES** - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001 appointed by the Promoter inter alia, for preparation of this agreement and Conveyance for transfer of the Apartment.
- (c) **ARCHITECT** - shall mean Anjan Ukil of P-523, Raja Basanta Roy 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.
- (d) **ASSOCIATION** - shall mean an Association of Allottees in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.
- (e) **APPLICATION MONEY**- shall have the meaning ascribed to it in Clause 1.13.
- (f) **BUILDING/NEW BUILDING**- shall mean the new buildings under construction at the said Premises for the time being, the complex being named **ASPIRATIONS AZALEA** containing several independent and self contained residential apartments, parking spaces and other constructed areas.



- (g) **BUILT UP AREA** - shall mean carpet area plus 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 and the common facilities like lift lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.
- (h) **BOOKING AMOUNT**- shall mean 10% of the Consideration for the Apartment which includes the Application Money plus GST;
- (i) **CANCELLATION CHARGES**- shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee(s) accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque;
- (j) **CARPET AREA**- shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee, and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the allottee.

- (k) **COMMON AREAS**- shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written.
- (l) **COMMON FACILITIES AND AMENITIES**: shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder.
- (m) **COMMON MAINTENANCE EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottees as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee(s).
- (n) **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.

- (o) **PLAN** -shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Permit No. 2015100128 dated 16.10.2015 for construction of the Ground plus Five (G+5) building consisting of self contained independent residential apartments and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof to be known as **ASPIRATIONS AZALEA** and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.
- (p) **PROJECT** - shall mean the residential building complex to be known as **ASPIRATIONS AZALEA** comprising of one Ground plus Five (G+5) with a further provision of additional floor(s) subject to approval of the competent authority as per the applicable statute, consisting of self contained independent apartments and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities to be constructed by the Promoter in terms of the Plan on the said Premises or on the part thereof together with all easement rights and appurtenances belonging thereto.
- (q) **UTILITY ROOM** - shall mean the room on the floor of the Apartment or in the ground floor level wherever agreed to be sold along with the Apartment.
- (r) **RULES**- shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (s) **REGULATIONS**- shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (t) **SAID APARTMENT** - shall mean ALL THAT the **Apartment No.....**containing a carpet area of .....sq. ft. be the same a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of .... Sq.ft. more or less on the ..... **Floor** of the new building and pro rata common areas of \_\_\_\_\_ sq.ft. of the Project known as **ASPIRATIONS AZALEA**



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presently under construction more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written Together with the said Share Together With a Covered Car parking Space being no.... **OR** Together With Right to park in Open Car Parking Space being no..... more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **Part-II** of the **Third Schedule** hereunder written to be used in common with the other Allottee(s).

- (u) **SAID PREMISES** - shall mean All that the piece and parcel of land containing 12 cottahs 8 chittacks and 14 sq.ft be the same a little more or less situate lying at Premises No.4/1A Naktala Road (formerly being a part of Premises No.4, Naktala Road), Police Station-Patuli (formerly Jadavpur), Kolkata-700 047, District Sub-Registrar Alipore, Ward No.100, within the limits of the Kolkata Municipal Corporation more fully and particularly mentioned and described in the **Part II** of the **First Schedule** hereunder written.
- (v) **SAID SHARE** - shall mean pro rata undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s).
- (w) **SECTION-** shall mean a section of the Act.
- (x) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.
- (y) **SPECIFICATION** - shall mean the specification for the said Apartment as mentioned in the **Part II** of the **Second Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.



All other words used herein shall have the same meaning, if defined in the Act or the Rules.

## B. INTERPRETATION

- 1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.

- 1.2.2 Words in singular shall include the plural and vice versa.
- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- 1.2.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

**WHEREAS:**

A. By virtue of several Indentures of Conveyance dated September 04, 2012 executed and registered morefully and particularly described in the **Part I** of the **First Schedule** hereunder written, the Promoter became absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 12 cottahs 8 chittacks and 14 sq.ft. be the same be the same a little more or less together with a temporary Asbestos shed containing an area of 1500 sq.ft. be the same a little more or less standing thereon out of the said entire Land, more fully and particularly described in the **Part II** of the **First Schedule** hereunder written (hereinafter referred to as the **said Land**) free from all encumbrances, charges, liens, lispendense, acquisitions, requisitions, trusts of whatsoever nature.

B. The Indenture of Conveyance dated the 4<sup>th</sup> September 2012, was registered at the office of the Additional District Sub- Registrar Alipore, in Book No. I, CD Volume No. 32, Pages 1907 to 1928 Being No.07193 for the year 2012.

C. In pursuance of the said Plan the Promoter have at their own costs and expenses commenced construction of the said Project at the said Premises.

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

E. The Promoter, subsequent to the commencement of the Act, have applied for registration of the said Project under the provisions of the Act



and shall obtain the Registration Number from the West Bengal Housing Industry Regulatory Authority as and when the same will be set up.

F. The Allottee(s) has/have applied for allotment of an apartment in the said the Project under development vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, together with adjoining exclusive balcony area of ... sq.ft., and adjoining exclusive terrace area of .... Sq.ft. more or less, as applicable, on the \_\_\_\_\_ floor in the new building more fully mentioned in the **Part-I** of the **Second Schedule** written here under to be developed in accordance to the Specifications as mentioned in the **Part-II** of the **Second Schedule** hereto and pro rata share in the common areas of the said Project more fully mentioned in the **Part -I** of the **Third Schedule** hereto Together With a Covered Car parking Space being no.... **AND/OR** Together With Right to park in Open Car Parking Space being no..... more fully mentioned in the **Part-I** of the **Second Schedule** written here under and right to enjoy common amenities and facilities of the Project more fully mentioned in the **Part - II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other allottees (hereinafter collectively referred to as the "**said Apartment**").

G. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee(s), the Promoter have given inspection to the Allottee(s) of all the documents of title relating to the said Premises and the plans, designs and specifications prepared by the Promoter' Architects and of such other documents as are specified under the Act.

H. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.

I. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the said Project.

J. 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.

K. The Allottee(s) has/have been made aware and has/have unconditionally agreed that the occupants of other apartments in the said 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 other occupants of the said Project.



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 agree(s) to transfer their right title and interest in the Apartment together with the pro rata share in the common areas of the 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.

M. It has been agreed by the parties that the Association of all the Allottee(s) of all the Buildings in the said Project as and when the said Project is completed in its entirety shall own in common all Project Common amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

N. The title of the Promoter to the said Premises have been examined by the Allottee(s) to his/her/their satisfaction and the Allottee(s) agree(s) and covenant(s) not to raise any objection thereto or make any requisition in connection therewith.

O. The Allottee(s) has/have also seen and inspected the Plans for the time being sanctioned by the authorities relating to the said Project and has/have fully satisfied himself/herself/themselves about the validity and all other aspects thereof and agree(s) and covenant(s) not to raise any objection with regard thereto.

**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:**

1.2.1 The Total Price for the Apartment based on the Carpet Area is Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only ("Total Price")

HEAD	PRICE/SQUARE-FEET
(i) Apartment No.	.....
(ii) Block	.....
(iii) Floor	.....
(iv) Apartment Type	.....
(v) Base Price	Rs. ....
(vi) Preferential Location Charges/ Floor Escalation (as applicable)	Rs. ....





(vi) Carpet Area	.....
(vii) Exclusive Balcony Area	.....
(viii) Terrace Area	.....
(ix) Pro rata Common Area	.....
(x) Less: GST Input Credit Benefit @	Rs. ....
(xi) Effective Rate	Rs. ....
(xii) Covered (Ground floor) Parking	Rs. ....
(xiii) Open (Ground floor) Parking	Rs. ....
<b>Total Price:</b>	<b>Rs. ....</b>

1.2.2 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 said Apartment.
- (ii) The Total Price above will also include taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee(s) and the said Project to the association of Allottee(s) 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 scheduled date of completion of the said 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(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment as 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 Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, landscaping charges, lift, water line and plumbing, finishing with paint the exterior of the towers, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, and other charges as mentioned in Clause 1.2.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as per specification.
- (v) In addition to the Total Price afore-said, the Allottee shall, before the Date of Possession/Deemed Possession also pay the following amounts to be termed as **'Extras and Deposits'**.
- a) Legal Documentation Charges calculated @ Rs. 30/- (Rupees Thirty) only per square foot of the carpet area and exclusive balcony area of ..... sq. ft., Terrace area of ..... sq. ft. and pro rata common area, be the same a little more or less of the said Apartment (plus applicable GST), out of which one-half shall be paid by the Allottee to the Advocates of the Promoter at or before the execution hereof and the balance one-half on or before the Date of Possession/Deemed Possession or the date of execution of the deed of conveyance in respect of the said Apartment, whichever be earlier; For the preparation of the nomination agreement the legal fees to be paid @ Rs. 30,000/- per apartment plus GST and such fees will be applicable for all subsequent nomination of this agreement in respect of the said Apartment.
- b) Transformer Charges (non-refundable) - At Actuals only per sqft. of the carpet area of the said Apartment/Apartment + GST;
- c) Generator Charges (non-refundable) - @ Rs 30,000/- per KVA (Rupees Thirty Thousand Thousand) only + GST (1 KVA = 1000 Watts);
- d) Sinking Fund - Rs. 40/- (Rupees Fourty only) per sq.ft. of the carpet area of .....sq. ft. be the same a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of



.... Sq.ft. more or less on the ..... **Floor** of the new building and pro rata common areas of \_\_\_\_\_ sq.ft. on account of a fund to be created for the capital expenditure of the Complex.

- e) Advance Maintenance Charges (non-refundable) - @ Rs. 4 /- (Rupees Four) only per sqft. of the carpet area, exclusive balcony area and open terrace as applicable of the said Apartment/Apartment + GST;
- f) Formation of Maintenance Company/ Association (non-refundable) - @ Rs. 10,000/-+ GST;
- g) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable Stamp fees and Registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and /or registered in pursuance hereof and also all the statutory charges payable therefore including the charges of the copywriter for copying such documents and expenses incidental to registration.
- h) The Allottee shall pay the deposit to Calcutta Electricity Supply Corporation Limited directly on account of Individual Meter.

1.2.3 If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) 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(s) shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) 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.

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, costs/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(s).

(i) 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 @ Rs.1,00,000/- (Rupees One Lac Only) + GST on 1<sup>st</sup> Nomination and Rs.1,50,000/- (Rupees One Lac Fifty Thousand) Only on any subsequent nomination thereafter to the Promoter.

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

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

1.5 The Promoter 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 preponed. The rate of discount shall be decided by the Promoter 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 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 (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(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 in accordance with the provisions of the





Act. The Promoter shall take prior approval of the Allottee(s) 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(s) after the construction of the building is complete and the completion certificate or such other 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 the Allottee(s) within forty five (45) days with annual interest at the rate prescribed in the Rules, from the date when such 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 apartment, allotted to Allottee(s), the Promoter may demand that, from the Allottee(s) as per the next milestone of the Payment Plan as provided in the **Fifth Schedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2.1 of this Agreement.
- 1.8 The rights of the Allottee(s) is limited to ownership of the said Apartment and the Allottee(s) hereby accept(s) the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.9 The Allottee(s) shall have common user rights in the Common Areas, Amenities & Facilities of the Project to the extent required for beneficial use and enjoyment of the said Apartment, the Allottee(s) hereby accept(s) the same.
- 1.10 Subject to Para 9.3, the Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
  - (ii) The Allottee(s) shall also have right to use the undivided prorata share in the Common Areas of the said Project transferred to the Association of allottees as per applicable laws. Since the share/interest of the Allottee(s) in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee(s) shall use all Common Amenities & Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Amenities & Facilities to the Association of Allottees subject to its formation after duly obtaining the completion certificate from the competent authority for the Project. Further, the



right of the Allottee(s) 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 not only the Apartment but also the Common Areas, internal development charges, external development charges, landscaping charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint the exterior of the Buildings, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Allottee(s) has/have the right to visit the said Project site to assess the extent of development of the said Project and his/her/their Apartment, subject to prior consent of the Project Engineer and complying with all safety measures while visiting the site.
- (v) The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Buildings and common areas including common facilities and amenities.
- 1.11 It is made clear by the Promoter and the Allottee(s) agree(s) that the Apartment along with the ..... covered/open car parking space and the utility room if any, 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 land comprised in 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 except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project Common Amenities & Facilities shall be available only for use and enjoyment of the Allottee(s) of the said Project.

- 1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including its 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 said Project). If the Promoter fail to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, its mortgage loan and interest thereon before transferring the apartment to the Allottee(s), the Promoter agree to be liable, even



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

- 1.13 Out of the Booking Amount, the Allottee(s) has/have paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as application money ("**Application Money**") at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledge. On or before the **Effective Date** (the date of execution of this agreement) the Allottee(s) has/have paid the balance Booking Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The Booking Amount forms part of the Total Price and the Allottee(s) hereby agree(s) to pay the remaining price of the said Apartment as prescribed in the Payment Plan [**Fifth Schedule**] as may be demanded by the Promoter within the time and in the manner specified therein.

- (iii) Provided That if the Allottee(s) delay(s) in payment towards any amount which is payable, he shall be liable to pay interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon 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 A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "**SOUTH KOLKATA HIRISE PRIVATE LIMITED A/C AZALEA**" payable at Kolkata. Time shall be the essence of the contract in this regard.

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

- 3.1 The Allottee(s), 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 their 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(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 of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accept 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 regard. 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 Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

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

The Allottee(s) authorize(s) the Promoter to adjust appropriate all payments made by him/her 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 such payments in any other manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the said project with the Authority and towards handing over the said Apartment to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case maybe, subject to the same being formed and registered.

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

The Allottee(s) has/have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities 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 undertake to strictly abide by such plans which shall be approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to





make any variation/alteration/modification in such plans, other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT:

- 7.1 **Schedule for possession of the said Apartment** - The Promoter agree and understand that timely delivery of possession of the said Apartment to the Allottee(s) and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assure to hand over possession of the said Apartment along with ready and complete Common Areas all specifications, amenities and facilities of the said Project in place on 31<sup>st</sup> December, 2019 with a grace period of 6 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 or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement ("**Force Majeure**").

If however, the completion of the said 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 said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount (less any taxes collected from the Allottee(s)) received by the Promoter from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee(s) agree(s) that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.



- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the Apartment (**Possession Notice**), to the Allottee(s) in terms of this Agreement to be taken within three months from the date of issue of occupancy certificate/completion certificate (**Possession Date**).

Provided That, in the absence of local law and subject to the Allottee(s) complying with his obligations hereunder, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc..

**Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed Conveyance Deed or other instruments until such time the Allottee makes payment of all amounts as mentioned in 1.2.1, and 1.2.2 agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter, not due to any act or omission on the part of the Allottee(s). 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 the Occupancy certificate/Completion certificate for the said Project. The Promoter shall hand over copy of the occupancy certificate/completion certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Promoter shall hand over copy of the occupancy certificate/completion certificate to the Association after the formation of the Association.

- 7.3 **Failure of Allottee to take possession of Apartment** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) 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(s). In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee(s) shall be liable to pay maintenance charges, property taxes and other outgoings for the period of delay to taking possession from such date as notified in the Possession Notice from such date as notified in the Possession Notice. (**Deemed Possession**).



It is understood by the Allottee(s) that even if the Allottee(s) fail(s) to take possession of the Apartment within the date such possession is offered by the Promoter, the Allottee(s) shall be deemed to have taken possession on the [15<sup>th</sup>] day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee(s) take(s) physical possession of the Apartment, will be deemed to be the possession date ("**Possession Date**").

On and from the Possession Date and Deemed Possession:

- (i) The Allottee(s) shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date and Deemed Possession;
- (ii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee(s) proportionate to his/her/their interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee(s), with effect from the Possession Date and Deemed Possession.
- (iii) All other expenses necessary and incidental to the management and maintenance of the Project.

7.4 **Possession by the Allottee** - After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees on its formation and registration 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 30 (thirty) days after obtaining the completion certificate subject to formation and registration of the association.

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 Promoters, the Promoters herein is entitled to forfeit the amount as mentioned and defined in Clause A(i) herein above 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 45 days of such cancellation.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoters and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

Except for occurrence of a Force Majeure event, if the Promoter fail 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 7.1; or (ii) due to discontinuance of its business as a Promoter 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 Allottee(s), in case the Allottee(s) wishe(s) to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Apartment, with applicable interest rate in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due.

Provided That where the Allottee(s) do(es) not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) applicable interest rate 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(s) within 45 (forty-five) days of it becoming due.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER(S):

The Promoter(s) hereby represent/s and warrant/s to the Allottee(s) as follows:

- (i) The Promoter(s) has/have absolute, clear and marketable title with respect to the said Premises; The Promoter(s) has/have the requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the said Premises for the said Project;





- (ii) The Promoter(s) has/have lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the said Premises or the Project as on the Effective Date;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Premises/Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter(s) has/have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Premises, Building and apartment and the Common Areas;
- (vi) The Promoter(s) has/have 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 be prejudicially affected;
- (vii) The Promoter(s) has/have not entered into any agreement for sale and arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of the Allottee(s) under this Agreement;
- (viii) The Promoter(s) confirm(s) that the Promoter(s) is/are 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(s) shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the Common Amenities & Facilities of the said Project to the association of Allottees or the competent authority, as the case may be after the completion of the entire project.
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;
- (xi) The Promoter(s) has/have 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 of the



said Project has been issued and possession of apartment or building, as the case may be, 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 ordinance, order, notification (including any notice for acquisition or requisition of the said Premises) has been received by or served upon the Promoter(s) in respect of the said Premises and/or the said Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter(s) fail(s) to provide ready to move in possession of the said Apartment to the Allottee(s) within the time period specified in para 7.1 or fail(s) to complete the said Project within the stipulated time disclosed at the time of registration of the said 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 completion certificate, as the case may be has been issued by the competent authority:
- (ii) Discontinuance of either of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to the Promoter(s) as demanded by the Promoter(s). If the Allottee(s) stop(s) making payments, the Promoter(s) 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(s) shall be liable to refund the entire money paid by the Allottee(s) to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate



of the then prime lending rate of the State Bank of India plus two percent thereon per annum within 45 (forty-five) days of receiving the termination notice subject to the Allottee(s) shall prior to receipt of refund on the above account from the Promoter(s), at their own costs and expenses, execute all necessary cancellation related documents required by the Promoter. Provided That where an Allottee(s) do(es) not intend to withdraw from the said Project or terminate the Agreement, he/she/they shall be paid by the Promoter(s), interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum, 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 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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) fail(s) to make any of the payments within the due dates 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(s) on the unpaid amount at the rate of the then prime lending rate of the State Bank of India plus two percent (2%) thereon per annum from the date of default till actual payment is made;

(ii) In case of default by Allottee(s) under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter(s) in this regard, the Promoter(s) may cancel the allotment of the said Apartment in favour of the Allottee(s) and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee(s) shall, subject to Clause 7.5 above, be returned by the Promoter(s) to the Allottee(s) within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.



## 10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter(s), on receipt of Total Price of the Apartment as per Clause 1.2.1 of this Agreement from the Allottee(s) shall execute a conveyance deed and convey the title of the Apartment together with the pro rata share in the Common Areas of the Project within 3 months from the date of issuance of the occupancy

certificate and/or the completion certificate, as the case may be, to the Allottee(s).

However, in case the Allottee(s) fail(s) to deposit the stamp duty and/or registration charges and/or other costs within the period mentioned in the notice, the Allottee(s) authorize(s) the Promoter(s) to withhold registration of the conveyance deed in his/her favour till payment of stamp duty, registration charges and other costs to the Promoter(s) is made by the Allottee(s). All liabilities owing to such non-registration shall be to the account of the Allottee(s) and the Allottee(s) shall indemnify and keep the Promoter(s) saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter(s).

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

- i) The Promoter(s) shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the Association of Allottee(s) subject to its formation and registration upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment on the basis that the Association shall be formed within a period of 30 days from the date of Completion Certificate.
- ii) In case the formation of the Association is delayed beyond the said period, the Promoter(s) shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee(s) shall be liable to pay to the Promoter(s) or facility management company, the charges for such maintenance as fixed by the Promoter(s) at actuals.
- iii) During the interim maintenance period between obtaining of the completion certificate of such Project and formation, registration and operationalization of the Association the Promoter(s) shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.
- iv) The Promoter(s) shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.





v) The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

vi) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter(s) with such restrictions as may be necessary for proper maintenance and all the Allottee(s) are bound to follow the same.

vii) After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter(s), with or without amendments, as may be deemed necessary by the Association.

viii) The Common Areas of the said Project shall be handed over to the Association upon formation of such association (the "Association").

ix) The Allottee(s) will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

x) The Promoter(s) shall at an appropriate time within a maximum period of 30 days from the date of completion certificate of the said Project notify the detailed scheme of formation of the Association to the Allottee(s) (as also to all other Allottee(s) of other apartments of Project) in accordance with applicable laws so as to enable them to constitute/form such Association.

xi) As and when any plant and machinery, including but not limited to, DG sets, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the Association. The Promoter(s) and upon formation the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee(s) agree(s) to abide by the same.

xii) The Allottee(s) has/have also agreed to perform and observe terms and conditions covenants stipulations and obligations for the use and occupation of the said apartment which will appear in detail in the Agreement for Facility and Maintenance charges to be executed at or prior to the commencement of liability.



- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter(s) as per the Agreement for Sale relating to such development is brought to the notice of the Promoter(s) within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, save those as mentioned in clause 12.2 below, it shall be the duty of the Promoter(s) to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.
- 12.2 The Promoter(s) shall not be liable to rectify any defect occurring under the following circumstances:
- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee(s) taking over possession of the Apartment, the Promoter(s) will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee(s), the Promoter(s) will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter(s) will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - iv) If the Allottee(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 of the Apartment 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;
  - v) 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(s) shall get it rectified at its own cost.



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

vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter(s) 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(s) and not amounting to poor workmanship or manufacture thereof.

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

12.3 The liability of the Promoter(s) to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter(s) and further provided that the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee(s) and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. And further provided that no steps have been/or taken by the Promoter(s) of his/her/their/its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

12.4 Where the manufacturer warranty as shown by the Promoter to the Allottee(s)(s) ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment wing and if the annual maintenance contracts are not done/renewed by the Allottee(s)(s), the Promoter(s) shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/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 and facilities wherever applicable. The Allottee(s)(s) has/have been made aware and the Allottee(s)(s) expressly agree(s) that the regular wear and tear of the Apartment 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(s)(s) 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 of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

12.5 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee(s), without first notifying the Promoter(s) and without giving the Promoter(s) 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(s) shall be relieved of its obligations contained in clause 12 hereinabove.

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

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

**14. USAGE:**

**Use of basement and service areas:**

The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipments 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 use by the association of Allottee(s) formed by the Allottee(s) 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 Building, or the said 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 said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.





15.2 The Allottee(s) further undertake(s), assure(s) and guarantee(s) that he/she would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the said Project, Buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) 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(s) shall also not remove any wall, including the outer and load bearing wall of the said Apartment.

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

15.4 The Promoter(s) shall make provisions only for two service providers as selected by the Promoter(s) for providing the services of cable, broadband, telephone etc. The Allottee(s) (as also other Apartment owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee(s) shall be entitled to avail the cable connection facilities of the designated two service providers to all the Apartments.

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

The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project.

#### 17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities which shall be approved by the competent authority(ies) and disclosed, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.

#### 18. PROMOTER(S) SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter(s) execute(s) this Agreement they 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 or charge



shall not affect the right and interest of the Allottee(s) who has/have taken or agreed to take such Apartment.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions and other lenders, the Promoter(s) may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof and the Allottee(s) hereby consent(s) to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter(s) assure(s) to have the said Apartment released from any such mortgage and/or charge, if any, with intent that the Allottee(s), subject to his/her/their making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Apartment free of all such mortgages and charges created by the Promoter(s).

#### 19. APARTMENT OWNERSHIP ACT:

The Promoter(s) has/have 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(s) will show compliance of various laws/regulations as applicable in West Bengal.

#### 20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter(s) do(es) not create a binding obligation on the part of the Promoter(s) 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 the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Promoter(s). If the Allottee(s) fail(s) to execute and deliver to the Promoter(s) this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the concerned authorities for its registration as and when intimated by the Promoter(s), then the Promoter(s) 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), the 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.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

#### 21. ENTIRE AGREEMENT:



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

**22. RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the parties.

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

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

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

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

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

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement 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(s) has/have to make any payment, in common with other Allottee(s) in the said 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 said Project.

**27. FURTHER ASSURANCES:**

All parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be 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(s) or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub Registrar at Alipore/Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**29. NOTICES:**

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)

**South Kolkata Hirise Private Limited**  
2B, Mahendra Road, Kolkata - 700 025



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(s) 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(s), in respect of the said Apartment, prior to the execution and registration of this Agreement for Sale for such apartment, shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale or under the Act or the rules and regulations made thereunder.

### 32. GOVERNING LAW:

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

### 33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration & Conciliation Act, 1996. Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

### 34. JURISDICTION:

Only the Courts of Kolkata shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

### 35. MISCELLANEOUS

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Promoter and Allottees to be respectively paid, observed and performed, as the case may be.

35.1 The Allottee(s) prior to execution of the Deed of Conveyance nominates his/her/their provisionally allotted said Apartment unto and in favor of any other person or persons in his/her/their place and stead, the Allottee(s) may do so subject to payment of the sum mentioned in



Clause 1.3.i. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter(s) agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

However, the Allottee(s) shall be entitled to transfer or assign the benefits /rights of the Allottee(s) under this Agreement or nominate any person excluding a person who already has purchased an Apartment in the said Project or his/her/their spouse or minor children.

The Allottee(s) admit(s) and accept(s) that before the execution and registration of conveyance deed of the said Apartment, the Allottee(s) will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

**Allottee to Make Due Payments:**

The Allottee(s) shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

**Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee(s) shall obtain prior permission of the Promoter and the Allottee(s) and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee(s).

35.2 The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in **Part II of the Second Schedule** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee(s) shall not be entitled to raise any claim for such variation.

35.3 In the event of the Allottee(s) obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter(s) shall act in accordance with the instructions of the bank/ financial institution in terms of the Agreement between the Allottee(s)



and the Bank/ financial institution, subject however the Promoter(s) being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Promoter(s) shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee(s) from such bank/ Financial Institution.

35.4 In case payment is made by any third party on behalf of Allottee(s), the Promoter(s) will not be responsible towards any third party making such payment/remittances on behalf of the Allottee(s) and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter(s) shall issue the payment receipts in the name of the Allottee(s) only.

35.5 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter(s), on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter(s) shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Part II** of the **Second Schedule**.

35.6 The Possession Date has been accepted by the Allottee(s). However, if the said Apartment is made ready prior to the Completion Date, the Allottee(s) undertakes(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee(s) is/are linked inter alia to the progress of construction and the same is not a time linked plan.

35.7 The right of the Allottee(s) shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee(s) shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the said Project.

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

35.9 The Promoter(s) will not entertain any request for modification in the internal layouts of the Apartment of the Building. In case the Allottee(s) desire(s) (with prior written permission of the Promoter) to install some different fittings /floorings on his/her/their own within the said Apartment, he/she/they will not be entitled to any reimbursement or deduction in the value of the said Apartment. For this purpose, in only





those cases where the Allottee(s) has/have made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee access to the Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee(s) provided that such access will be availed in accordance with such instructions of the Promoter(s) in writing and that the right of such access may be withdrawn by the Promoter(s) at any time without assigning any reasons.

35.10 The Allotment is personal and the Allottee(s) shall not be entitled to transfer, let out, alienate the said Apartment without the consent in writing of the Promoter(s) PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee(s) shall be entitled to let out, grant, lease and mortgage and/or deal with the said Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the said Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

35.11 The cost of such maintenance will be paid/borne by the Allottee(s) from the date of obtaining Completion Certificate/Occupancy Certificate till handover of maintenance of the said Project to the Association of Allottees and thereafter to the Association of Allottees. Maintenance Expenses shall mean and include all the following expenses for the maintenance, management, upkeep and administration of the Common Areas and Common Amenities and Facilities, Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned in **Fourth Schedule** hereunder written.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior





or interior (but not inside any Apartment) walls of the New Building/s.

- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Allottee(s).
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.



35.12 That Allottee(s) shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said Project and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

35.13 That on and from the date of possession and the deemed possession of the said Apartment, the Allottee(s) shall:

- a. Co-operate in the management and maintenance of the said Project.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association of Allottees, after the same is formed, for the beneficial common use and enjoyment of the common areas and common amenities and facilities provided in the said 'Project'.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association of Allottee(s) including the GST.

d. The Allottee(s) shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee further admits and accepts that (1) the Allottee(s) shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

e) The Allottee(s) 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(s) shall be liable to pay interest @ SBI Prime Lending Rate plus 2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee(s) shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association of Allottee(s) as the case may be, shall be entitled to take the following measures and the Allottee(s) hereby consent(s) 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(s), 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 common amenities and facilities provided in the said Project to the Allottee(s) and his/her/their family members/guests.

f. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee(s) has/have 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 of Allottee(s) to realize the due amount from the Allottee(s).

g. The Allottee(s) shall use the said Apartment for residential purpose only.

h. The Allottee(s) shall 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 of Allottee(s), upon formation, in writing.



- i. The Allottee(s) shall 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.
- j. The Allottee(s) shall not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Project and/or the adjoining building/s.
- k. The Allottee(s) shall not place or cause to be placed any article or object in the common area.
- l. The Allottee(s) shall not injure, harm or damage the Common Area or any other Apartments in the said Project by making any alterations or withdrawing any support or otherwise.
- m. The Allottee(s) shall not park any vehicle 2/4 wheeler, in the said Project, unless the facility to park the same is obtained and/or acquired by Allottee(s).
- n. The Allottee(s) shall not make any addition, alteration in the structure of the Building, internally within the Apartment or externally within the said Project 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 said Project.
- o. The Allottee(s) shall not slaughter or permit to be slaughtered any animal and/or bird nor do any act and/or deed in violation of any provision of the Prevention of Cruelty to Animals Act, 1960.
- p. The Allottee(s) shall not keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said Project.



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 kutchra 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.

s. The Allottee(s) shall not 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.

t. The Allottee(s) shall not let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns a Apartment in the Project and the Allottee(s) will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

u. The Allottee(s) shall not encumber the said Apartment 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 Apartment in favour of the Allottee(s).

v. The Allottee(s) shall use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the Apartment owners of the said Project. 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 Project 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 of Allottee(s) 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 Allottee(s).

w. The Allottee(s) shall 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 Project, in





particular, 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 of Allottee(s) from time to time.

x. The Allottee(s) shall ensure that all interior work of furniture, fixtures and furnishing of the said Apartment, 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-Allottee(s).

y. The The Allottee(s) shall also ensure the following:

**No Air Conditioning Without Permission:**

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the designated areas as approved by Promoter for installing the split/high wall air conditioners.

**No Collapsible Gate:**

Not to install any collapsible gate outside the main door / entrance of the said Apartment.

**No Grills:**

Not to install any grill on the balcony or verandah.

**No Sub-Division:**

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

**No Change of Name:**

Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

**No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

**No Installing Generator:**

Not to install or keep or run any generator in the Said Apartment.

**No Misuse of Water:**



Not to misuse or permit to be misused the water supply to the said Apartment.

**No Hanging Clothes:**

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

**No Smoking in Public Places:**

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

**No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

**No Littering:**

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.

**No Trespassing:**

Not to trespass or allow trespassers over lawns and green plants within the Common Areas.

**No Overloading Lifts:**

Not to overload the passenger lifts and move goods only through the staircase of the Building.

**No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

**No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

**Pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.



**Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

**Use of Spittoons/Dustbins:**

Use the spittoons/dustbins located at various places in the Project.

**35.14 ELECTRICITY SUPPLY:**

In case CESC Ltd. decides not to provide individual meters to the Buildings and makes provision for a High Tension Supply or Bulk Supply, the Promoters shall provide individual sub-meters to the Allottees upon payment by them of the proportionate security deposit payable to CESC Ltd./any other electricity supply agency for such connection. The exact amount payable by the Allottee(s) will be intimated to the Allottee(s) before possession. The amount of security deposit would be subject to revision as may be so decided by CESC Ltd./any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to CESC Ltd./ any other electricity supply agency, as per the norms of CESC Ltd./any other electricity supply agency. In such a case the Allottee(s) may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

**35.15 ADDITIONAL WORK AND FACILITY:** In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the said Project, the benefit whereof would be for the Allottee(s), or the said Apartment, the Allottee(s) shall be liable to make payment of the proportionate share in respect thereof to the Promoter and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirety at the sole discretion of the Promoter and the Allottee(s) hereby consent(s) to the same.

**35.16 ADDITIONAL TAXES, LEVIES AND OUTGOINGS:** If at any time, the Promoter is liable to pay any amount on account of statutory taxes, outgoings and/or impositions including Goods and Service Tax, the Allottee(s) shall be liable and agree(s) to make payment of the amount on account of such statutory taxes and outgoings and to keep the Promoter, harmless and indemnified against all such tax and outgoings and all costs, charges and expenses in respect thereof.

**35.17 PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:**



The Allottee(s) agree(s) and covenant(s) not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee(s) has/have paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee(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 handover possession of the Said Apartment.

### **36. COVENANTS:**

#### **36.1 ALLOTTEE'S COVENANTS:**

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

##### **36.1.1 ALLOTTEE AWARE OF AND SATISFIED WITH COMMON AMENITIES AND FACILITIES AND SPECIFICATIONS:**

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

##### **36.1.2 ALLOTTEE TO MUTATE AND PAY RATES & TAXES:**

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of KMC or the concerned authority, within 30 (thirty) days from the date of executing conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

**36.1.3** The Allottee(s) shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or





other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee(s) of the said Apartment) nor do anything whereby the construction or development of the building or the said Project or the sale or transfer of the other Apartment in the said Project is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee(s), the Promoter is restrained from construction of the Building and/or transferring and disposing of the other Apartments therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee(s) shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Promoter .

36.1.4 The Allottee(s) shall not nor be entitled to ask, demand or seek delivery of possession of the said Apartment so long the Allottee(s) has/have not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his/her/their obligations and covenants herein contained.

#### 36.1.5 DISHONOUR OF PAYMENT INSTRUMENTS

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 1000/- (Rupees One Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 30 (thirty) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) come(s) forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

#### 36.1.6 NO RIGHTS OF OR OBSTRUCTION BY ALLOTTEE:

All open areas in the Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

36.2 The Allottee(s) shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.



**36.3 INDEMNITY:**

The Allottee(s) shall keep the Promoter(s) indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/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 the Allottee's covenants and/or any of the terms herein contained.

**37. PROMOTER'S COVENANTS:**

The Promoter(s) covenant(s) with the Allottee and admits and accepts that:

**37.1 NO CREATION OF ENCUMBRANCE:**

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter(s) shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee(s) in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

**37.2 DOCUMENTATION FOR LOAN:**

The Promoter(s) shall provide to the Allottee(s) all available documents so that the Allottee(s) may get loan from banks and financial institutions, if required by the Allottee(s).

**38. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:**

The Allottee(s) agree(s) that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter(s) may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter keeping in mind any extant / proposed laws, rules and regulations. The Allottee(s) agree(s) to render all cooperation to the Promoter(s) in this regard as and when called upon by the Promoter without any claim demand demur or protest.

**39. HOUSE RULES:**

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment.
- (2) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the service elevators of the new building.
- (3) No Allottee(s) shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such the Apartment if the same shall disturb or annoy other occupants of the building. No Allottee(s) shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.
- (4) Each Owner shall keep his/her Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (5) No article shall be allowed to be placed in the halls or on the staircase landings or fire buildings nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.
- (6) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Promoter.
- (7) Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- (8) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Unit-owner in whose Apartment it shall have been caused.
- (9) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the new building unless accompanied.
- (10) Garbage and refuse from the Apartment shall be deposited in such place only in the Building and at such time and in such



manner as the Maintenance-In-Charge of the new building may direct.

(11) No vehicle belonging to a Allottee(s) or to a member of the family or guest, tenant or employee of a Allottee(s) shall be parked in the open space or on the pathway or except the space allotted to him/ her/ it/them or in such manner as to impede or prevent ready access to the entrance of the new building by another vehicle.

(12) The Allottee(s)/s is/are not to fix any antenna, equipment or any gadget on the roof or terrace of the new building or in any window or the exterior of the new building excepting that the Allottee(s)/s shall be entitled to avail of the cable connection facilities provided to all.

(13) After purchase the Allottee(s)/s shall get his/her/its/their Apartment mutated. In case of default by the Allottee(s)/s, the Promoter will be entitled to get the said Apartment mutated and apportioned in the name of the Allottee(s)/s subject to the Allottee(s)/s' Allottee(s)'s' bearing and paying all costs, charges and expenses including professional fees.

(14) The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said new building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

(15) These house rules may be added to, amended or repealed at any time by the Promoter and after formation by the Association of the Allottee(s).

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(PART-I)**

**(DEVOLUTION OF TITLE)**

A) One Robert Dalglish was absolutely seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 4.96 acres be the same a little more or less situate lying at Mouza Naktala, J.L. No.32, Touzi No.56 in the District of the then 24 Parganas comprised in-

C.S. Dag No.	C.S. Khatian No.	Area
121	71 & 72	.33 Acres
122	59 & 61	.33 Acres





174	57 & 68	.92 Acres
122/508	79 & 80	1.19 Acres
178	79 & 80	.18 Acres
175	79 & 80	.39 Acres
176	151	.78 Acres
177	151	.15 Acres
179	190 & 190/1	.66 Acres
115	169	.03 Acres
	<b>Total:</b>	4.96 Acres

(hereinafter referred to as the said 1<sup>st</sup> plot of land).

B) One Sher Ali Mondal was absolutely seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 3 sataks be the same a little more or less situate lying at Mouza Naktala, J.L. No.32, Touzi No.56, C.S. Khatian No.170, C.S. Dag No.115 in the District of the then 24 Parganas (hereinafter referred to as the said 2<sup>nd</sup> plot of land).

C) One Janab Ali Mondal, Arjaan Bibi and Chakina Bibi were jointly and absolutely seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 6 sataks be the same a little more or less situate lying at Mouza Naktala J.L. No.32, Touzi No.56, C.S. Khatian No.170, C.S. Dag No.115 in the District of the then 24 Parganas (hereinafter referred to as the said 3<sup>rd</sup> plot of land).

D) One Abdul Hakim Molla, Abdul Chattar Molla and Sabjan Bibi were jointly and absolutely seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 2 cottahs 4 chittacks and 15 sq.ft. equivalent to 4 sataks be the same a little more or less situate lying at Mouza Naktala J.L. No.32, Touzi No.56, C.S. Khatian No.49, C.S. Dag No.116/499 in the District of the then 24 Parganas (hereinafter referred to as the said 4<sup>th</sup> plot of land).

E) One Taher Ali Mondal and Kefat Ali Mondal were jointly and absolutely seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 2



cottahs 4 chittacks and 15 sq.ft. equivalent to 4 sataks be the same a little more or less situate lying at Mouza Naktala J.L. No.32, Touzi No.56, C.S. Khatian No.49, C.S. Dag No.116/499 in the District of the then 24 Parganas (hereinafter referred to as the said 5<sup>th</sup> plot of land).

F) The said Sher Ali Mondal died intestate leaving him surviving his widow namely Rahimunnessa Bibi his three sons namely Monajat Mondal, Amanat Mondal and Ekdat Mondal and only daughter Saidunnessa Bibi as his only heiresses heirs and legal representatives who upon his death jointly inherited the said 2<sup>nd</sup> plot of land.

G) By a Bengali Kobala dated the 10<sup>th</sup> day of February 1933 made between the said Abdul Hakim Molla, Abdul Chattar Molla and Sabjan Bibi therein jointly referred to as the Vendors of the one part and One Akbar Hossain Molla and Osman Hossain Molla therein jointly referred to as the Purchasers of the Other Part and registered at the office of the Sub-Registrar Alipore in Book No.I, Volume No.26, Pages 44 to 49, Being No.502 for the year 1933 the said Vendors jointly therein for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All that the said 4<sup>th</sup> plot of land.

H) By an Indenture of Conveyance dated the 28<sup>th</sup> day of April, 1934 made between the said Robert Dalglish therein referred to as the Vendor of the One Part and one Shantilal Monilal therein referred to as the Purchaser of the other part and registered at the office of the District Sub-Registrar Alipore in Book No.I, Volume No.62, Pages 24 to 31, Being No.1641 for the year 1934 the said vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All that the said First Plot of land.

I) The said Taher Ali Mondal died intestate leaving him surviving his widow Mossammat Kamini Bibi as his only heiress and legal



representative who upon his death inherited his undivided part or share in the said 5<sup>th</sup> plot of land.

J) By another Bengali Kobala dated the 23<sup>rd</sup> day of April 1941 made between the said Kafet Ali Mondal and Mossammat Kamini Bibi therein jointly referred to as the Vendors of the One Part and the said Akbar Hossain Molla and Osman Hossain Molla therein jointly referred to as the Purchasers of the Other Part and registered at the office of the Sub-Registrar Alipore in Book No.1, Volume No.41, Pages 148 to 150, Being No.1418 for the year 1941 the said Vendors jointly therein for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All that the said 5<sup>th</sup> plot of land.

K) By another Bengali Kobala dated the 2<sup>nd</sup> day of December 1941 made between the said Janab Ali Mondal, Arjaan Bibi and Chakina Bibi therein jointly referred to as the Vendors of the One Part and the said Akbar Hossain Molla and Osman Hossain Molla therein jointly referred to as the Purchasers of the Other Part and registered at the office of the Sub-Registrar Alipore in Book No.1, Volume No.109, Pages 129 to 131 Being No.4242 for the year 1941 the said Vendors jointly therein for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All that the said 3<sup>rd</sup> plot of land.

L) The said Osman Hossain Molla died intestate in the year 1943 leaving him surviving his widow Sarbanu Bibi one major son namely Abdul Gaffar and three minor sons namely Abdul Jumman, Abdul Samad and Abdul Sovan and two minor daughters namely Arisan Bibi and Barisan Bibi as his only heiresses heirs and legal representatives who upon his death jointly inherited his undivided part or share in the said 3<sup>rd</sup> 4<sup>th</sup> and 5<sup>th</sup> plots of land in their respective proportionate shares.

M) By another Bengali Kobala dated the 4<sup>th</sup> day of August 1943 made between the said Rahimunnessa Bibi, Monajat Mondal, Amanat Mondal



Ekdat Mondal and Saidunnessa Bibi therein jointly referred to as the Vendors of the one part and the said Akbar Hossain Molla therein referred to as the Purchaser of the Other Part and registered at the office of the Sub-Registrar Alipore in Book No.1, Volume No.60, Pages 234 to 237, Being No.2652 for the year 1943 the said Vendors jointly therein for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All that the said 2<sup>nd</sup> plot of land.

N) The said Akbar Hossain Molla died on 25<sup>th</sup> day of February, 1951 after making and publishing his last will and testament dated 11<sup>th</sup> day of February, 1951 whereby and whereunder he gave devised and bequeathed the entire 2<sup>nd</sup> plot of land his undivided  $\frac{1}{2}$  part or share in the said 3<sup>rd</sup> plot of land unto and in favour of one Mussammat Ranujaan Bibi and his undivided  $\frac{1}{2}$  part or share in respect of the said 4<sup>th</sup> and 5<sup>th</sup> plots of land unto and in favour of one Sudhir Chandra Kundu.

O) Probate in respect of the said last Will and Testament of the late Akbar Hossain Molla was granted in the year 1951 by the Competent Court of Law and according to the provisions of the said Will the said Mosammat Ranujaan Bibi became entitled to the said entire 2<sup>nd</sup> plot of land and the undivided  $\frac{1}{2}$  part or share in the said 3<sup>rd</sup> plot of land and Sudhir Chandra Kundu became entitled to the said undivided  $\frac{1}{2}$  part or share in the said 4<sup>th</sup> and 5<sup>th</sup> plots of land.

P) The said Abdul Gaffar Molla died intestate in the year 1952 leaving him surviving his widow Mano Bibi who upon his death inherited his undivided part or share in the said 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> plots of land.

Q) By a Bengali Kobala dated the 14<sup>th</sup> day of September, 1951 made between the said Sudhir Chandra Kundu therein referred to as the Vendor of the One Part and one Abdul Gafur therein referred to as the Purchaser of the Other Part and registered at the office of the Sub-Registrar Behala in Book No.1, Volume No.26, Pages 257 to 261, Being No.1642 for the year 1951 the said vendor therein for the consideration





mentioned therein granted, transferred, conveyed assigned and assured unto and in favour of the Purchaser therein All that the undivided  $\frac{1}{2}$  part or share in the said 4<sup>th</sup> and 5<sup>th</sup> plots of land.

R) By another Bengali Kobala dated the 17<sup>th</sup> day of March 1952 made between the said Mussammat Ranujaan Bibi, Abdul Gafur Molla, Mono Bibi, Abdul Jumman Molla, Sarbanu Bibi, Abdul Samad Molla, Abdul Sovan Molla, Arisan Bibi and Barisan Bibi the last named three being then minors and represented by their mother and natural guardian, Sarbanu Bibi therein jointly referred to as the Vendors of the One Part and the said Santilal Monilal therein referred to as the Purchaser of the Other Part and registered at the office of the Sadar Joint Sub-Registrar at Alipore in Book No.I, Volume No.38, Pages 45 to 57, Being No.1737 for the year 1952 the said Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All that the piece and parcel of land containing an area of 17 sataks be the same a little more or less situate lying at Mouza Naktala J.L. No.32, R.S. No. 24, C.S. Dag Nos.115, 116/499, C.S. Khatian No.45 and 170 in the District of the then 24 Parganas.

S) Thus the said Shantilal Monilal became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 5.13 Acres be the same a little more or less situate lying at Mouza Naktala, J.L. No.32, Police Station - Regent Park, in the District of the then 24-Parganas comprised in-

C.S. Dag No.	C.S. Khatian No.	Area
121	71 & 72	.33 Acres
122	59 & 61	.33 Acres
174	57 & 68	.92 Acres
122/508	79 & 80	1.19 Acres
178	79 & 80	.18 Acres
175	79 & 80	.39 Acres
176	151	.78 Acres
177	151	.15 Acres
179	190 & 190/1	.66 Acres



115.	169 & 170	.12 Acres
116/499	49	.08 Acres
	<b>Total:</b>	5.13 Acres

(hereinafter referred to as the said entire land).

T) Subsequently the said entire land was assessed and numbered as Premises No.4, Naktala Road, by the then Corporation of Calcutta.

U) The said Shantilal Manilal out of his own cost and expenses constructed and erected a brick built dwelling structure on a part of the said entire Land.

V) The said Shantilal Manilal constituted a Hindu Undivided Family in the name of "Shantilal Manilal HUF" represented by its Karta the said Shantilal Manilal and threw the said entire land into the common stock of the said HUF.

W) The said Shantilal Manilal being the Karta of the said "Shantilal Manilal HUF" sold and transferred a part of the said entire land by several Indentures of Conveyance to the intending purchasers.

X) Thus the said "Shantilal Manilal HUF" remained the owner of All that the piece and parcel of land containing an area of 2820.58 sq.mtrs equivalent to 42.16 cottahs be the same a little more or less together with several brick built structures in the said entire Land (hereinafter referred to as the said Land).

Y) The said Shantilal Manilal who during his lifetime was a Hindu and governed by the Mitakshara School of Hindu Law died intestate on 2<sup>nd</sup> day of April 1979 leaving him surviving his four sons namely Narendra Shah, Rajendra Shantilal Shah, Jaswant Shantilal Shah and Bipinchandra Shantilal Shah and a married daughter namely Smt Sulochona Anil Hirani as his heirs, heiresses and legal representatives and upon his death the said Narendra Shah his eldest son became the Karta of the said "Shantilal Manilal HUF" and the other three sons



namely the said Rajendra Shah, Jaswant Shah and Bipinchandra Shah remained the co-perceners.

Z) The said Jaswant Shantilal Shah who during his lifetime was a Hindu governed by the Mitakshara School of Hindu Law died intestate on 1<sup>st</sup> day of March 2006 leaving him surviving his widow Smt Jyotsna Shah, his son Ketan Shah and his married daughter Smt Sunita Pratap as his heiresses, heir and legal representatives who upon his death jointly inherited his undivided part or share in the said Land.

AA) The said Narendra Shah and ors as members of the Hindu Undivided Family being the said "Shantilal Manilal HUF" dissolved the said HUF and made a complete partition, division and family settlement of the assets and properties thereof on 31<sup>st</sup> day of March, 2012 and the said Narendra Shah and ors jointly became entitled to the said Land in the following manner:-

Serial	Name	Share or Interest (%)
01.	Sri Narendra Shah	24%
02.	Sri Rajendra Shah	24%
03.	Sri Bipin Shah	24%
04.	Sri Ketan Shah	08%
05.	Smt. Jyotsna Shah	08%
06.	Smt. Sunita Pratap	08%
07.	Smt. Sulochana Anil Hirani	04%
	<b>Total :</b>	100%

## **PART - II**

### **(SAID PREMISES)**

ALL THAT the piece and parcel of land containing a total area of 12 cottahs 8 chittacks and 14 sq.ft. be the same be the same a little more or less situate lying at Premises No.4/1A Naktala Road (formerly being a part of Premises No.4, Naktala Road), Police Station-Patuli (formerly Jadavpur), Kolkata-700 047, District Sub-Registrar Alipore, Ward No.100 together with all rights of easements, common facilities and amenities annexed thereto, which is butted and bounded by:-

**ON THE NORTH** : By KMC Road;

**ON THE SOUTH** : Partly by Premises No. 4/1A/29 and partly



- by Premises No. 4A/1A/30 and partly by Premises No. 4A/1A/31, Naktala Road;
- ON THE EAST** : Partly by Premises No. 4/1A/18 and partly by Premises No. 4A/1A/19 and partly by Premises No. 4A/1A/20, Naktala Road;
- ON THE WEST** : Partly by Premises No. 4/1A/181 and partly by Premises No. 4A/1A/180 and partly by Premises No. 4A/1A/179C and partly by Premises No. 4A/1A/171, Naktala Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**Part-I**

**(Said Apartment)**

ALL THAT the **Apartment No.....** containing a carpet area of .....sq. ft. be the same a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of .... Sq.ft. more or less on the ..... **Floor** of the new building delineated and bordered in color ..... in the Floor Plan being **Annexure A** hereto and pro rata common areas of \_\_\_\_\_ sq.ft. of the Project known as **ASPIRATIONS AZALEA** presently under construction with the said Share Together With a Covered Car parking Space being no.... **OR** Together With Right to park in Open Car Parking Space being no..... delineated and bordered in color ..... in the Floor Plan being **Annexure B** hereto together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **Part - II** of the **Third Schedule** hereunder written to be used in common with the other Allottee(s).



**Part-II**  
**(SPECIFICATIONS)**

- Structure** - Earthquake resistant R.C.C. frame structure
- Elevation** - Aesthetic color with texture paint
- Interior Finish** - smooth finish on walls with POP / Putty.
- Wall** - Clay / Flyash Brick
- Corridor/Stairs** - Good Quality Vitrified tile flooring



**Lift Lobby** - Flooring with Marble / Granite, Lift Facia with Granite Tiles

**Unit Flooring** - Vitrified tiles in living room, dining room, bedroom, balcony & kitchen.

**Toilet Flooring** - Anti-skid tiles in toilet.

**Driveway/Pavement** - VDF Flooring / Pavit tiles & well- illuminated green surroundings.

**Kitchen** - Counter with Granite slab and stainless steel sink, Ceramic tiles on wall 2 ft. above counter.

**Balcony** - MS railings with wood- finish handle.

**Toilets** - Ceramic tiles upto door height, Sanitary Ware of reputed make.

**Stair/Balcony rail** - MS railing with wooden handle.

**Windows** - Anodized coated aluminum windows.

**Main door & other door** - Hardwood frame with solid core flush door.

**CP fitting** - Reputed Brand

**Electrical** - Concealed copper wiring, modular plate switches of reputed make, multi-strand fire-resistant cables for better safety, longevity and fire insurance, geyser points in toilets & kitchen, AC points, TV and telephone points in bedroom.

**Elevator** - Automatic passenger elevators KONE / OTIS or equivalent.

**Back up Generator** - Stand by generator for lights in common area, lifts and pumps with limited connection in flats.

**Special Treatments** - water proofing on roof, water proofing in all toilets.

**Security System** - CCTV installation

**Fire Protection System** - Adequate fighting equipment and fire alarm system will be installed to protect against any fire hazards. Fire detection and fire fighting systems will be installed as per the guidelines of the West Bengal Fire and Emergency Services.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(COMMON AREAS)**

**PART - I**



1. The entire land for the project or where the project is developed in phases 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 AND FACILITIES)

1. High Security with CCTV and Intercom facilities
2. Elevator Facility



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

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(COMMON EXPENSES)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the Building and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls, compounds etc. of the Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Building so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **MAINTENANCE IN CHARGE:** Establishment and all other expenses of the Maintenance in charge and also similar expenses of the Vendors or any agency looking after the common purposes, until handing over the same to the Maintenance in charge.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE:** Insurance premium for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).



7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors and/or the Maintenance in charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**PAYMENT PLAN**

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

At the time of Booking	Rs. 3 Lacs + GST
On Agreement for sale (within 30 days from the date of application)	10% of Total Consideration + GST (Less: Booking Amount )
On Completion of Foundation of the Tower	10% of Total Consideration of the Apartment + GST
On Completion of 1 <sup>st</sup> Floor Roof Casting of the Tower	10 % of Total Consideration of the Apartment + GST
On Completion of 2 <sup>nd</sup> Floor Roof Casting of the Tower	7.5 % of Total Consideration of the Apartment + GST
On Completion of 3 <sup>rd</sup> Floor Roof Casting of the Tower	7.5 % of Total Consideration of the Apartment + GST
On Completion of 4 <sup>th</sup> Floor Roof Casting of the Tower	7.5 % of Total Consideration of the Apartment + GST
On Completion of 5 <sup>th</sup> Floor Roof Casting of the Tower	7.5 % of Total Consideration of the Apartment + GST
On Completion of Brick Work of the Particular Apartment/Unit	10% of Total Consideration of the Apartment + GST
On Completion of Plumbing of the Particular Apartment/Unit	10% of Total Consideration of the Apartment + GST
On Completion of Flooring of the Particular Apartment/Unit	10% of Total Consideration of the Apartment + GST
On Offer of Possession	10% of Total Consideration of the Apartment + GST

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDORS: 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  
THE \_\_\_\_\_ WITHIN \_\_\_\_\_ NAMED  
PURCHASER(S):

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 \_\_\_\_\_



**RECEIVED** of and from the withinnamed Allotee(s) the within-mentioned sum of Rs...../- (Rupees ..... only) being the part payment of the Total Price of the Apartment as per Memo below:

**MEMO OF CONSIDERATION**

CHEQUE NO.	DATE	BANK/BRANCH	AMOUNT

**(RUPEES ..... ONLY)**

**WITNESSES:**



#####  
DATED THIS      DAY OF      2018

#####

BETWEEN

SOUTH KOLKATA HIRISE  
PRIVATE LIMITED  
..... PROMOTER

- A N D -

.....  
..... ALLOTTEE(S)

AGREEMENT FOR SALE  
(ASPIRATIONS AZALEA)



**VICTOR MOSES & CO.**  
**SOLICITORS & ADVOCATES,**  
**6, OLD POST OFFICE STREET,**  
**KOLKATA-700 001**