

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** (Agreement) executed on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Nineteen (2019)

### **By and Between**

(1) Jayanta Chowdhury (Aadhaar No. \_\_\_\_\_), son of Late Rai Sudhindra Nath Chowdhury, aged about \_\_\_\_\_, residing at 200A, S.P. Mukherjee Road, Kolkata-700 026, Post Office Kalighat, Police Station Tollygunge [PAN ACNPC6461G]; (2) Sudipto Chowdhury (Aadhaar No. \_\_\_\_\_), son of Late Soumendra Nath Chowdhury, aged about \_\_\_\_\_, residing at 200A, S.P. Mukherjee Road, Kolkata-700 026, Post Office Kalighat, Police Station Tollygunge [PAN ABXPC3311J] and (3) Purna Chowdhury (Aadhaar No. \_\_\_\_\_), daughter of Late Debendra Nath Bhattacharjee and wife of Late Soumendra Nath Chowdhury, aged about \_\_\_\_\_, residing at 200A, S.P. Mukherjee Road, Kolkata-700 026, Post Office Kalighat, Police Station Tollygunge [PAN AGPPC 8438F] hereinafter collectively referred to as **Owners** (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns). The Owners being represented by their power of attorney-holders, namely (1) Dipanjan Bhattacharjee, son of Late Lokenath Bhattacharjee, of 84, B. T. Road,

Kolkata-700090, Post Office Noapara, Police Station Baranagar [PAN AIKPB3840P] and (2) Manish Kakrania, son of Devi Prasad Kakrania, of Flat 3B, 3rd Floor, Palacio Building, 6 Queens Park, Kolkata-700019, Post Office and Police Station Ballygunge [PAN AFXPK4182R]

AND

(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)

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)

OR

(if the Allottee is an individual)

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

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).

**Prakriti Eminent Heights LLP**, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act 2008 (LLPIN AAC5806), having its registered office at Onex Square, 5th Floor, 75, Shakespeare Sarani, Kolkata-700017, Post Office Circus Avenue, Police Station Beniapukur (PAN AARFP2144F), being represented by its designated partners, namely, (1) Dipanjan Bhattacharjee, son of Late

Lokenath Bhattacharjee, of 84, B. T. Road, Kolkata-700090, Post Office Noapara, Police Station Baranagar [PAN AIKPB3840P] and (2) Manish Kakrania, son of Devi Prasad Kakrania, of Flat 3B, 3rd Floor, Palacio Building, 6 Queens Park, Kolkata-700019, Post Office and Police Station Ballygunge [PAN AFXPK4182R]

(Developer, includes successor-in-interest and assigns)

The Promoter, the Allottee and the Developer shall hereinafter collectively be referred to as the "Parties" and individually as a "party".

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

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

**WHEREAS:**

A two-storied building and land appurtenant thereto admeasuring about 21 Cottahs 9 Chittacks and 5 Square feet forming part of the Municipal Premises No. 200A, Shyama Prosad Mukherjee Road, within the Municipal limits of Kolkata, Police Station Tollygunge, Sub-Registry Alipore (**Said**

**Premises**), was owned by Late Mayabati Devi, wife of Rai Jatindra Nath Chowdhury (Settlor) and Late Rai Sudhindra Nath Chowdhury, her son in equal proportion. The Said Premises is more fully and particularly described in the **Schedule A** below.

The said Settlor, by a Bengali deed of settlement dated September 5, 1958 and registered in the office of the Sub-Registrar, Alipore in Book I, Volume 138, Pages 129 to 135, being No.7796 for the year 1958 (Deed of Settlement) created a trust and settled the properties mentioned in the Schedule 'Ka' to 'Ga' of the said Deed of Settlement including the Said Premises for the benefit of her grandsons being, Soumendra Nath Chowdhury (since deceased), Kalyan Chowdhury (since deceased) and Jayanta Chowdhury, the three sons of her said son, Rai Sudhindra Nath Chowdhury. The Settlor also appointed her said son, Rai Sudhindra Nath Chowdhury as trustee of the said trust.

By the Deed of Settlement, the Settlor had provided that on the death of the Settlor, the said trustee may at any time thereafter in his absolute discretion divide and distribute the properties mentioned in the schedule therein amongst the beneficiaries namely the said three grandsons of the Settlor in equal shares to be held and enjoyed by them as absolute property of each of them.

The said Settlor died on May 9, 1976.

The said Kalyan Chowdhury, one of the beneficiaries under the Deed of Settlement died unmarried and intestate on November 13, 1970 leaving behind him, the trustee being his father as his sole heir. The said Kalyan Chowdhury's mother having pre-deceased him on or about April 13, 1964, on his demise his undivided share or interest as a beneficiary under the Deed of Settlement vested in the trustee as his sole heir. Thus, the trustee in his capacity as the heir of Kalyan Chowdhury became entitled to another 1/3rd share of the properties comprised in the schedule of the Deed of Settlement.

The said Soumendra Nath Chowdhury, one of the beneficiaries under the Deed of Settlement also died intestate on July 10, 1979 leaving behind his widow, said Smt. Purna Chowdhury and his only son, Sudiptendra Nath Chowdhury also known as Sudipto Chowdhury as his only legal heirs surviving and being seized and possessed (inter alia) of his beneficial undivided share or interest under Deed of Settlement in the properties mentioned in the schedule to the Deed of Settlement.

Thus the heirs and legal representatives of said Late Soumendra Nath Chowdhury being Smt. Purna Chowdhury and his only son said Sudiptendra Nath Chowdhury also known as Sudipto Chowdhury, have become vested with the undivided beneficial interest of their late husband and father respectively, i.e. said Soumendra Nath Chowdhury in the properties mentioned in the schedule of the Deed of Settlement.

In exercise of the power vested in the trustee under the Deed of Settlement and all other powers enabling him to do so, the trustee had decided to bring an end to the trust created by the Settlor by transferring to each group of beneficiaries the properties mentioned in the schedule of the Deed of Settlement and with a view, to distribute the properties and fund in three parcels, each part whereof was intended to be transferred to the beneficiaries as hereinbefore mentioned, separately to be held by them in lieu of their respective shares as the absolute property of them, free of any trust or obligations created by the Deed of Settlement hereinbefore mentioned.

By way of a Deed of Transfer dated March 30, 1981 and registered in the Office of the Registrar of Assurances, Calcutta in Book I, Volume 139, Pages 25 to 34, being No.2764 for the year 1981, the trustee transferred unto Jayanta Chowdhury undivided 1/3rd portion of Late Mayabati Devi's share in the Said Premises which amounted to undivided 1/6th share of the Said Premises.

By way of a Deed of Transfer dated March 30, 1981 and registered in the Office of the Registrar of Assurances, Calcutta in Book I, Volume 152, Pages 48 to 56, being No.2763 for the year 1981, the trustee transferred unto Smt. Purna Chowdhury and Sudipto Chowdhury undivided 1/3rd portion of Late Mayabati Devi's share in the Said Premises which amounted to undivided 1/6th share of the Said Premises.

By way of an unregistered Deed of Transfer dated March 30, 1981, Rai Sudhindanath Chowdhury in his capacity as the trustee transferred unto himself (as a beneficiary) undivided 1/3rd portion of Late Mayabati Devi's share in the Said Premises which amounted to undivided 1/6th share of the Said Premises. He thus became the owner of 2/3rd undivided share of the Said Premises.

It has been a term of the transfer mentioned above that each of the beneficiary out of their separate estate and/or out of the estate now transferred to them as absolute estate will meet and pay all liabilities in respect of the properties transferred to each of them namely, the municipal rates and taxes, income-tax, wealth-tax and various other outgoings connected with the estate as the same cannot be immediately discharged and satisfied and would have to be so done on determination of such liability and demand in respect of them.

Thus, in the manner mentioned hereinabove, Smt. Purna Chowdhury and Sri Sudipto Chowdhury jointly became the owners, inter alia of 1/6th undivided share of the Said Premises. Sri Jayanta Chowdhury became the owner of undivided 1/6th share of the Said Premises. Rai Sudhindra Nath Chowdhury (since deceased) became owner of undivided 2/3rd share of the Said Premises.

Late Rai Sudhindra Nath Chowdhury had duly made and executed his last Will and testament in Bengali language and character on June 9, 1964 at



his place of residence at 200A, Shyama Prasad Mukherjee Road, Kolkata – 700 026.

The said Late Rai Sudhindra Nath Chowdhury had, by the said Will, appointed his eldest son Rai Soumendra Nath Chowdhury as the sole executor thereof, who has since died in July 10, 1979 without having proved the said Will.

Rai Sudhindra Nath Chowdhury, being a Hindu governed by Dayabhaga School of Hindu Law died testate on February 27, 1989. The following persons are his heirs and successors on whom the estate of the deceased would have devolved in case of intestacy under the Hindu Succession Act, 1956.

Sl. No.	Name	Relation	Address
(i)	Rai Soumendra Nath Chowdhury (died intestate leaving behind him surviving: Wife -Smt. Purna Chowdhury Son-Sudipto Chowdhury)	Son  Daughter-in-law Grand-son	200A, S.P. Mukherjee Road, Kolkata– 26  -Do- -Do-
(ii)	Rai Kalyan Chowdhury (died unmarried intestate)	Son	-Do-
(iii)	Rai Jayanta Chowdhury	Son	-Do-
(iv)	Smt. Subhra Banerjee	Married daughter	1/13, Surya Nagar, N.S.C. Bose Road, Kolkata – 700 040.

Sri Sudipto Chowdhury filed an application for grant of Letters of Administration in respect of the estate of Rai Sudhindra Nath Chowdhury, being P.L.A. No. 151 of 2005 before the Hon'ble High Court at Calcutta by virtue of the last Will and testament dated June 9, 1964 of Late Rai Sudhindra Nath Chowdhury.

Of the above named legal heirs of Late Rai Sudhindra Nath Chowdhury, his youngest son Jayanta Chowdhury and his daughter-in-law, Smt. Purna Chowdhury, have consented to the Letters of Administration being granted to Sri Sudipto Chowdhury, son of Late Rai Soumendra Nath Chowdhury.

There were two attesting witnesses who signed the Will of the said deceased. However, both of them had already died. The execution of the said Will and testament dated June 9, 1964 was proved by the declaration made by Smt. Purna Chowdhury, the daughter-in-law of the deceased, being the attending witness of the said Will, at the foot of the petition for grant of Letters of Administration who was present at the time of execution of the said Will and testament by the said deceased above named on June 9, 1964.

A caveat in the said P.L.A. No. 151 of 2005 was filed by Smt. Subhra Banerjee, married daughter of Rai Sudhindra Nath Chowdhury residing at 1/13, Surya Nagar, N.S.C. Bose Road, Kolkata – 700 040. An Affidavit in support of caveat was also filed by the said Smt. Subhra Banerjee.

Due to indifferent health, the said Smt. Subhra Banerjee did not want to proceed further with the legal dispute with her kith and kin. Under such circumstances, parties to P.L.A. No. 151 of 2005 intended to settle the dispute among themselves in accordance with the terms and conditions mentioned in the terms of settlement dated January 21, 2013 ("Terms of Settlement") wherein it had been agreed between the Owners and Smt. Subhra Banerjee inter alia that Smt. Subhra Banerjee shall relinquish all

her claims and interest in the estate of Rai Sudhindra Nath Chowdhury and that the Owners shall jointly become the absolute owners of the same.

In terms of such mutual arrangement between the Owners and Smt. Subhra Banerjee, the Terms of Settlement was filed in the ongoing proceedings of P.L.A. No. 151 of 2005 and the Owners and Smt. Subhra Banerjee filed an application before the Hon'ble High Court at Calcutta to grant a Letters of Administration and record the compromise in the said P.L.A. No. 151 of 2005 recording withdrawal of the caveat and the affidavit filed by Smt. Subhra Banerjee in the said matter.

The Hon'ble High Court at Calcutta, on June 25, 2014 was pleased to grant Letters of Administration in the goods of Late Rai Sudhindra Nath Chowdhury to Sri Sudipto Chowdhury in terms of the last Will and testament of Late Rai Sudhindra Nath Chowdhury, deceased dated June 9, 1964 and P.L.A. No. 151 of 2005 was accordingly disposed of.

In terms of the said Will of Rai Sudhindra Nath Chowdhury, his three sons being Soumendra Nath Chowdhury (since deceased), Kalyan Chowdhury (since deceased) and Jayanta Chowdhury were entitled to receive inter alia his share in the Said Premises in equal shares. As mentioned above, Kalyan Chowdhury had died intestate prior to the death of Late Rai Sudhindra Nath Chowdhury without leaving behind any legal heir and Soumendra Nath Chowdhury had also pre deceased Late Rai Sudhindra Nath Chowdhury leaving behind his legal heirs, Purna Chowdhury (wife) and Sudipto Chowdhury (son). Thus as per the provisions contained in the

said last Will and testament dated June 9, 1964 of Late Rai Sudhindra Nath Chowdhury, his undivided 2/3rd share in the Said Premises was divided in the following manner:

- (i) Purna Chowdhury and Sudipto Chowdhury jointly became entitled to  $\frac{1}{2}$  (one half) of Rai Sudhindra Nath Chowdhury's undivided 2/3rd (two third) share in the Said Premises i.e. undivided 1/3rd (one third) share in the Said Premises; and
- (ii) Jayanta Chowdhury became entitled to the remaining  $\frac{1}{2}$  (one half) of Rai Sudhindra Nath Chowdhury's undivided 2/3rd (two third) share in the Said Premises i.e. undivided 1/3rd (one third) share in the Said Premises.

Thus, in view of the above, the Owners have jointly become absolute owners of the Said Premises in the ration given hereunder:

- (i) Jayanta Chowdhury: owner of undivided  $\frac{1}{2}$  or 50% share in the Said Premises;
- (ii) Purna Chowdhury and Sudipto Chowdhury: jointly owner of undivided  $\frac{1}{2}$  or 50% share in the Said Premises.

The Owners have duly recorded and mutated their names in the records of the Kolkata Municipal Corporation and is presently assessed as Assessee No: 110881800366.

In the circumstances, the Owners have become the absolute owners of the Said Premises, free from all encumbrances whatsoever.

The Owners and the Developer have entered into a joint development agreement dated 18th April, 2017, registered in the Office of the A.D.S.R. Alipore, in Book No. I, CD Volume No. 1605-2017, at Pages 55010 to 55071, being Deed No. 160502117 for the year 2017;

B. The Said Premises is earmarked for the purpose of building a residential project comprising of multistoried apartment buildings and the said project shall be known as Onex Privy.

C. The Owners are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners regarding the Said Premises on which project is to be constructed have been completed;

D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide Building Permit No. 2016080038 dated 6th September, 2016.

E. The Developer, with the approval of the Owners, has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment or building as the case may be from the Kolkata Municipal Corporation to develop the Project vide Building Permit No. 2016080038 dated 6th September, 2016. The Owners and Developer agree and undertake that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_

G. The Allottee had applied for an apartment in the Project vide application \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted residential Unit No.\_\_\_\_\_, having carpet area of \_\_\_\_\_ (\_\_\_\_\_ ) square feet on \_\_\_\_\_ floor in the proposed building named Onex Privy (Building) along with garage/covered parking no. \_\_\_\_\_, admeasuring \_\_\_\_\_ square feet in the ground floor as permissible under the applicable law and of pro-rata where in the common areas (Common Areas”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the “**Apartment**” more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule ‘B’

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

I. Obligations of Buyer: On and from the Date Of Possession, the Buyer shall:

(a) Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Building and the Said Premises by the Developer/ the Facility Manager/ the Association (upon formation).

(b) Observing Rules: observe the rules framed from time to time by the Developer/ the Facility Manager/ the Association (upon formation) for the beneficial common enjoyment of the Building and the Said Premises.

(c) Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Apartment and the Common Portions from the Date of Possession.

(d) Meter and Cabling: be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other co-owners of the Building. The main electric meter shall be installed only at the common meter space in the Building. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Said Premises and outside walls of the Building save in the manner indicated by the Developer/ the Facility Manager/ the Association (upon formation). The main electric meter shall be installed only at the common meter space in the Said Premises. The

Developer shall endeavor to provide DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.

(e) Residential Use: use the Apartment for residential purpose only. Under no circumstances shall the Buyer use or allows the Apartment to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use the Apartment as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school, boarding house or other public gathering place.

(f) Maintenance of Said Flat: repair, clean and maintain water, light, power sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes, etc. inside the Apartment at the cost of Buyer.

(g) Use of Common Toilets: ensure that the domestic help/service providers visiting the Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

(h) Use of Spittoons/Dustbins: use the spittoons/dustbins located at various places.

(i) No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Building and (2) design and/or the colour scheme of the windows, grills and the main door of



the Said Flat, without the permission in writing of the Developer/ the Facility Manager/ the Association (upon formation). In the event the Buyer makes the said alterations/changes, the Buyer shall compensate the Developer/ the Facility Manager/ the Association (upon formation), as the case may be, as estimated by the Developer/ the Facility Manager/ the Association (upon formation) for restoring it to its original state.

(j) No Structural Alteration And Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Apartment or the Common Portions or the Building. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and

at no other place. The Buyer shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Building, which is beneficial to all.

(k) No Sub-Division: not sub-divide the Apartment and the Common Portions, under any circumstances.

(l) No Changing Name: not change/alter/modify the names of the Building from those mentioned in this Agreement.

(m) No Nuisance and Disturbance: not use the Apartment or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

(n) No Storage in Common Portions: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

(o) No Obstruction to the Developer/ the Facility Manager/ the Association: not obstruct the Developer/ the Facility Manager/ the

Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Building and/or the Said Premises and selling or granting rights to any person on any part of the Building/the Said Premises (excepting the Apartment and the Parking Space).

(p) No Obstruction of Common Portions: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Parking Space.

(q) No Violating Rules: not violate any of the rules and/or regulations laid down by the Developer/ the Facility Manager/ the Association (upon formation) for use of the Common Portions.

(r) No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.

(s) No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space or the Common Portions.

(t) No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Apartment and the Parking Space.

(u) No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Apartment/Building save at the place or places provided therefor provided that this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.

(v) No Floor Damage: not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.

(w) No Installing Generator: not install or keep or run any generator in the Apartment and the Parking Space.

(x) No Use of Machinery: not install or operate any machinery or equipment except household appliances.

(y) No Misuse of Water: not misuse or permit to be misused the water supply to the Said Flat.

(z) No Damages to Common Portions: not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

(aa) No Hanging Clothes: not hang or cause to be hung clothes from the balconies of the Said Flat.

(bb) No Smoking in Public Place: not smoke in public places of the Building and the Buyer and his/her/its guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.

(ab) No Plucking Flowers: not pluck flowers or stems.

(ac) No Littering: not throw or allow to be thrown litter in the Building.

(ad) No Trespassing: not trespass or allow to be trespassed over lawns and green plants within the Building.

(ae) No Overloading Lifts: not overload the passenger lifts and move goods only through the staircase of the Building.

(af) No Use of Lifts in Case of Fire: not use the lifts in case of fire.

(ag) No Covering of Common Portions, Specified Facilities etc.: not cover the Common Portions or the Specified Facilities, fire exits and balconies/terraces (if any) of the Said Flat.

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

K. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable) as specified in para G.

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

1. **TERMS :**

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

1.2 The total price for the (Apartment) based on the carpet area is Rs.\_\_\_\_\_ only (**Total Price**) Give break up and description);

Block/Building/Tower No. Apartment No. Type Floor	Rate of Apartment per square feet
Base Price Floor Height Car Park	
Total price (in rupees)	

- Provide break-up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc. if/as applicable.

AND

Garage/covered parking -1	Price for 1
Garage/Covered Parking – 2	Price for 2
Total price (in rupees)	

Explanation:

- (i) The total price above includes the booking amount paid by the allottee to the Promoter towards the (Apartment/plot);
- (ii) The Total price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter,

by whatever name called) upto the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority as the case may be, after obtaining the completion certificate.

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

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

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (I) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

1.3 The total price is escalation-free, save and except increases which the allottee hereby agrees to pay due to increase on account of development charges payable to the competent



authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule 'C' (payment plan).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_% per annum for the period by which the respective installment has been proposed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building as the case may be without the previous written consent of the allottee as per the provisions of the Act.

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

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the

Promoter may demand that from the Allottee as per the next mile stone of the payment plan as provided in schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.8 Subject to para 9.3 the promoter agrees and acknowledges, the allottee shall have the right to the (Apartment/plot) as mentioned below.
- i) The Allottee shall have exclusive ownership of the Apartment
  - ii) The Allottee shall also have undivided proportionate share in the common areas. Since the share interest of Allottee in the common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas of the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
  - iii) That the computation of the price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint,

marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas maintenance charges as per para 11 etc. and includes cost for providing all other facilities amenities and specifications to be provided within the (Apartment/plot) and the project;

iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her/its Apartment, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with \_\_\_\_\_ garage/covered parking shall be treated as a single individual unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land and is not a part of any other project or Zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

1.10 The Developer/Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee which it has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such

other liabilities payable to competent authorities banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Developer agrees to be liable even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) as booking amount being part payment towards the total price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the (Apartment as prescribed in the payment plan (Schedule 'C') as may be demanded by the promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT :**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer 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 **PRAKRITI EMINENT HEIGHTS LLP** payable at Kolkata.

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

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

action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in paragraph 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter/Developer shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE :**

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

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

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



**7. POSSESSION OF THE APARTMENT**

7.1 Schedule for possession of the Apartment – The Promoter and/or the Developer agrees and understands that timely delivery possession of the Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be is the essence of the Agreement. The Promoter and/or the Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (Force Majeure”). If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter and/or the Developer shall be entitled to the extension of time for delivery of possession of the Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to force majeure conditions, then this allotment shall stand terminated and the Promoter and/or the Developer shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The

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

- 7.2 Procedure for taking possession – The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. (provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter and/or the Developer within 3 months from the date of issue of occupancy certificate). The Promoter and/or the Developer agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer//Association of allottees as the case may be, after the issuance of the completion certificate for the Project. The Promoter and/or the Developer shall hand over the occupancy certificate of the apartment/plot,

as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment/Plot) – Upon receiving a written intimation from the Promoter as per Para 7.2 the Allottee shall take possession of the (Apartment/Plot) 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/Plot to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the allottees, it shall be the responsibility of the Promoter and Developer to hand over the necessary documents and plans, including common areas, to the association of allottees or the competent authority as the case may be, as per the local laws;

Provided that, in the absence of any local law, the Promoter and Developer shall hand over the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be within thirty days after obtaining the completion certificate.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter and/or Developer, the Promoter and/or Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter and/or Developer to the Allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1 or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall

be liable on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due;

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND/OR DEVELOPER :**

The Promoter and/or Developer hereby represents and warrants to the Allottee as follows:-

- i) The Promoter has absolute, clear and marketable title with respect to the said land, the requisite rights to carry out development upon the said land and absolute, actual physical and legal possession of the said land for the project;
- ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project;
- iii) There are no encumbrances upon the said Land or the Project;
- iv) There are no litigations pending before any Court of law or Authority with respect to the said land, project or the Apartment;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the project said land and Apartment are valid and subsisting and have been obtained by following due process of law. Further the Promoter has been and shall at

all times, remain to be in compliance with all applicable laws in relation to the Project, said land, Building and Apartment and common areas;

- vi) The Promoter and/or Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii) The Promoter and/or Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land including the project and the said Apartment which will in any manner, affect the rights of Allottee under this Agreement;
- viii) The Promoter and/or Developer confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the (Apartment/Plot) to the Allottee and the common areas to the association of allottees or the competent authority as the case may be;
- 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;

- xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot 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 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 property) has been received by or served upon the Promoter and/or Developer in respect of the said land and/or the project.

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

- 9.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events;
  - i) Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the

Authority. For the purpose of this paragraph 'ready to move in possession' shall mean that the 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 the Developer's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by Developer under the conditions listed above, Allottee is entitled to the following:

- i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments the Developer shall correct the situation by completion the construction milestones and only thereafter the Allottee be required to make the next payment without any interest or
- ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within forty-five days receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid



by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

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

- i) In case the Allottee fails to make payments for consecutive demands made by the Developer as per the payment plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;
- ii) In case of Default by Allottee under the condition listed above continues for a period beyond \_\_\_\_\_ consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

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

The Developer, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the common areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee;

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter and the Developer within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter and/or Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

**12. DEFECT LIABILITY :**

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

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

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

**14. USAGE :**

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

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

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

the support, shelter, etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the building or anywhere on the exterior of the project, buildings therein or common areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

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

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

**17. ADDITIONAL CONSTRUCTIONS :**

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

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

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

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

The Developer/Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the West

Bengal Apartment Ownership Act, 1972. The Developer showing compliance of various laws/regulations as applicable in.

**20. BINDING EFFECT :**

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

**21. ENTIRE AGREEMENT :**

This agreement, along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter

hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Apartment, as the case may be.

**22. RIGHT TO AMEND :**

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

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

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

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

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the payment plan (Annexure 'C') including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter/Developer in the case of one Allottee



shall not be construed to be a precedent and/or binding on the Promoter/Developer to exercise such discretion in the case of other allottees.

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

**25. SEVERABILITY :**

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

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

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

**27. FURTHER ASSURANCES :**

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

**28. PLACE OF EXECUTION :**

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

**29. NOTICES :**

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

Name of Allottee

Allottee Address

M/s. \_\_\_\_\_ Promoter name

Promoter Address

M/s. \_\_\_\_\_ Developer's name

Developer Address

It shall be the duty of Allottee and the Developer/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 deemed to have been received by the Promoter/Developer 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/Developer 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 documents signed by the Allottee in respect of the apartment, as the case may be, prior to the execution and registration of this Agreement for sale for such apartment, as the case may be shall not be constructed to limit the rights and interests of the Allottee under

the Agreement for sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW**

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

**33. DISPUTE RESOLUTION :**

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

Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made there under.

**33(i) EXTRAS :**

In addition to the Total Price, the Buyer shall also pay to the Developer, as and when demanded by the Developer, the following amounts (collectively **Extras**), proportionately or wholly (as the case may be) towards:

- i. any increase and/or escalation in cost of construction due to circumstances Of Force Majeure.
- ii. betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Premises or the said Apartment or its transfer in terms hereof.
- iii. charges towards transfer and/or sale permission as may be levied by KMC.
- iv. Service Tax, Works Contract Tax, Value Added Tax, GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Developer and the Owners, from time to time, proportionately, if levied as a whole on the Said Building and wholly, if levied specifically on the said Apartment.
- v. costs, expenses, Security deposits and charges for providing CESC electricity meter in the said Apartment on actuals plus Service tax/GST, whichever is applicable.
- vi. stand-by power supply to the said Apartment from diesel generators, @ Rs. 25,000/- (Rupees twenty five thousand) per 1 (one) KVA. [Minimum mandatory generator load for 3 BHK flat is 4 KVA and for 4 BHK flat is 6 KVA].
- vii. Interest free advance for proportionate share of the common expenses/maintenance charges described in the **Schedule F below (Common Expenses/Maintenance Charges)** @ Rs.5/- (Rupees five only) + Service Tax per square feet per month, for a period of 12 (twelve) months, from the date of Possession Notice (**Advance Common Expenses/Maintenance Charges**). The Advance Common Expenses/Maintenance Charges shall **(1)** be utilized for meeting the

Common Expenses/Maintenance Charges for the said limited period of 12 (twelve) months only, (2) be a fixed payment after paying which the Buyer shall have no further obligation to pay any other amount towards Common Expenses/Maintenance Charges for the said period of 12 (twelve) months, (3) be utilized by the Developer to meet all expenses towards Common Expenses/Maintenance Charges, without obligation of any accounting and (4) be handed over by the Developer to the Association, if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Developer shall handover only the proportionate balance remaining of the Advance Common Expenses/Maintenance Charges to the Association. It is clarified that **(1)** the Said Building may be maintained through the facility manager, in which event all payments shall be made by the Buyer to the facility manager, after the said period of 12 (twelve) months or earlier if the Association is formed, and **(2)** the supervision of maintenance of the Said Building shall be handed over by the Developer to a body of flat owners of the Said Building, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972, as soon as be practicable, so that the Association may deal directly with the facility manager.

- viii. costs and expenses for formation of the Association shall be Rs.10,000/- (Rupees ten thousand only).
- ix. fees of the Advocate (**Legal Advisor**), who have drawn this Agreement and shall draw all further documents. The fee shall be Rs.50,000/- (Rupees fifty thousand only) out of which 50% (fifty percent) has to be

paid at the time of agreement and the balance 50% (fifty percent) at the time of conveyance. The fees and costs shall be paid to the Developer, who shall do all accounting with the Legal Advisor.

- x. Stamp duty, registration fees for registration and all other fees and charges, if any, as applicable and conveyed by the Developer for registration shall be paid and borne by the Buyer 15 (fifteen) days prior to the date of registration.
- xi. costs and expenses for installation of the home automation charges, at actuals.
- xii. A sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) [being calculated @ Rs.60/- (Rupees sixty) per square feet, on the super built-up area of the Said Apartment], towards deposit for Sinking Fund.
- xiii. A sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) [being calculated @ Rs.5/- (Rupees five) per square feet per month, on the super built-up area of the Said Flat], for a period of 12 (twelve) months, from the Date Of Possession Notice, towards deposit for Municipal Tax Deposit.
- xiv. A sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) [being calculated @ Rs.30/- (Rupees thirty) per square feet, on the super built-up area of the Said Flat], or actual charges, whichever is higher.
- xv. Interest free Deposit on account of maintenance charges calculated @ Rs.5/- (Rupees five only) per square feet per month on the super built-up area of the Said Flat, for a period of 12 (twelve) months, from the Date Of Possession Notice. In case of cancellation of this Agreement

by the Developer, the amount of Service Tax, if any, paid by the Buyer shall stand forfeited.

33(ii) Construction, finishing and making the Apartment habitable and the parking space, usable, shall be done by the Developer within 36 (thirty six) months from the date of commencement of the construction (**Completion Date**) provided however the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to circumstances Of Force Majeure or for or on account of (1) delay on the part of the Buyer in making any payment and (2) any other genuine cause whereby the Developer is prevented from completing the said Apartment or any portion thereof.

33(iii) The said Building is under construction and upon finishing and making the said Flat habitable and the Parking Space, usable, the Developer shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:

33(iv) Before receiving possession of the said Apartment, the Buyer shall pay to the Developer all amounts due and payable towards the total Price and Extras and the Buyer shall not claim



possession of the said Apartment till the Total Price and the Extras are paid in full.

33 (v) Immediately after constructing of the Apartment [in bare condition and as per the **Specifications mentioned in the Schedule D below**] and the parking space, usable, the Developer shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take possession. Within 15 (fifteen) days from the date of the Possession Notice, the Buyer shall be bound to take over physical possession of the said Apartment and the parking space, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer under this Agreement, failing which it shall be deemed that the Buyer has taken possession on the 15th day of the date of the Possession Notice (date of actual or deemed possession, Date Of Possession). In case the deeming provision comes into force, the Buyer confirms that the Buyer shall not claim to be in physical possession of the said Apartment (such as Common Expenses/Maintenance Charge and KMC Tax), and physical possession of the said Apartment shall be received by the Buyer only upon clearing all dues and performing all obligations under this Agreement.

33(vi) After giving the Possession Notice to the Buyer, the said Apartment shall be deemed to have been completed in all respect [in bare condition and as per the **Specifications mentioned in the Schedule D below**].

33(vii) From the Date Of Possession, all outgoings in respect of the said Apartment, including municipal tax, surcharge, land revenue, levies, cess, etc. (collectively **Rates & Taxes**) as be tentatively decided by the Developer and proportionate share of Common Expenses/Maintenance Charges, shall become payable by the Buyer. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.

33(viii) The Buyer shall (1) pay the Rates & Taxes (proportionately for the Said Building and wholly for the said Apartment, from the Date Of Possession and until the said Apartment is separately assessed in the name of the Buyer) and (2) have mutation of the Apartment completed at the earliest.

33(ix) The Buyer admits and accepts that before the execution and registration of conveyance deed of the Apartment, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the Total Price plus Service Tax, if any, as nomination charge to the Developer subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

- (a) The Buyer shall make payment of all dues in terms of this Agreement, up to the time of nomination.

(b) The Buyer cannot sell and/or nominate the Apartment to and in favour of any third person before the expiry of a period of 24 (twenty four) months from the date of this Agreement.

(c) The Buyer shall obtain prior written permission of the Developer and the Buyer and the nominee shall be bound to enter into a tripartite agreement with the Owners and Developer.

(d) The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement save in the manner indicated above. In case of assignment/nomination in favour of mother or father or spouse or child of the Buyer, no transfer charge/nomination fees shall be payable. It is clarified that inclusion of a new joint Buyer or change of a joint Buyer shall be treated as a transfer unless such joint Buyer is a mother or father or spouse or child of the original Buyer. Any nomination/transfer/made in contravention/violation of conditions mentioned herein, shall be void ab-initio.

(e) The Buyer shall pay an additional legal fee of Rs.20,000/- (Rupees twenty thousand) to the Legal Advisor towards the tripartite Nomination Agreement.

**SCHEDULE A  
(Said Premises)**

Land with structures measuring about 21 (twenty one) *cottah* 9 (nine) *chittack* and 5 (five) square feet situate, lying at and being Municipal Premises No. 200A, Shyama Prosad Mukherjee Road, within the

Municipal limits of Kolkata, Police Station Tollygunge, Sub-Registry Alipore, within Ward No. 88 of the Kolkata Municipal Corporation and butted and bounded as follows:

<b>On The North</b>	:	By Tipu Sultan Road
<b>On The East</b>	:	By Shyama Prosad Mukherjee Road
<b>On The South</b>	:	By the said passage forming part of the Said Premises and thereafter by Premises No. 200X, S.P. Mukherjee Road
<b>On the West</b>	:	By Premises No. 59/2A, Protapaditya Road

**(Said Apartment)**

Apartment No. \_\_\_\_\_, \_\_\_\_\_ floor, having a built-up area approximately \_\_\_\_\_ (\_\_\_\_\_ ) square feet, super built-up area approximately \_\_\_\_\_ (\_\_\_\_\_ ) square feet and carpet area approximately \_\_\_\_\_ (\_\_\_\_\_ ) square feet, comprised in the Said Building named **Onex Privy**, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon.

**(Parking Space)**

The right to park \_\_\_\_\_ (\_\_\_\_\_ ) medium sized car in the car parking space in the ground floor.

**Together With** the Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised

in Said Premises described in **Schedule A** above, as is attributable to the said Apartment.

**Together With** the Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **Schedule** below, as is attributable to the Said Flat.

**SCHEDULE B  
(Floor Plan)**

**SCHEDULE C  
(Payment Plan)**

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

<b>Sl.</b>	<b>Payment Time</b>	<b>Amount</b>
1	On Booking	Rs.5,00,000/-
2	On Flat Sale Agreement	15% of Total Price less booking amount
3	On commencement of piling work	10% of Total Price
4	On Ground Floor Slab Casting	10% of Total Price
5	On 3 <sup>rd</sup> Floor Slab Casting	10% of Total Price
6	On 6 <sup>th</sup> Floor Slab Casting	10% of Total Price
7	On 10 <sup>th</sup> Floor Slab Casting	10% of Total Price
8	On 15 <sup>th</sup> Floor Slab Casting	10% of Total Price
9	On 18 <sup>th</sup> Floor Slab Casting	5% of Total Price
10	On Brickwork of the Said Flat	10% of Total Price
11	On Possession of Said Flat	10% of Total Price

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**SCHEDULE D  
(Specifications)**

<b>Internal Structure</b>	<b>Specifications &amp;</b>	<ul style="list-style-type: none"> <li>• Earthquake resistant structure</li> <li>• Environmental friendly construction</li> </ul>
<b>Rooms</b>		<ul style="list-style-type: none"> <li>• Floor-International Design Vitrified tiles</li> <li>• Master bedroom – Laminated wooden flooring</li> <li>• Wall and Ceiling – POP finish</li> </ul>
<b>Doors &amp; Windows</b>		<ul style="list-style-type: none"> <li>• Entrance Door – Laminated Flush door shutter moulded shutter</li> <li>• Internal Doors – Wooden door frames with flush door shutter</li> <li>• Windows – Power coated aluminium sliding windows</li> </ul>
<b>Kitchen</b>		<ul style="list-style-type: none"> <li>• Wall – Tiles upto two feet above counter</li> <li>• Floor – Anti skid tiles</li> <li>• Counter – Polished granite counter top with Stainless steel sink</li> <li>• Fittings – CP fittings of Jaquar or equivalent</li> </ul>
<b>Toilets:</b>		<ul style="list-style-type: none"> <li>• Walls – Designer tiles upto door height</li> <li>• Floor – Anti-skid ceramic tiles</li> <li>• Sanitary and CP Fittings – Superior quality CP fittings of Jaquar or equivalent and chromium plated sanitary wares with wash basin and water closet</li> </ul>
<b>Electricals</b>		<ul style="list-style-type: none"> <li>• Switches – Modular switches of reputed brand with copper wiring</li> <li>• AC Points – AC points in Living/Dining and all rooms</li> <li>• Electricals Points – Concealed wiring with adequate electrical points and switches</li> <li>• TV and telephone points – Living and all rooms</li> </ul>
<b>Elevators</b>		<ul style="list-style-type: none"> <li>• Hi-speed Elevators</li> <li>• Generator back-up systems</li> </ul>

	(On chargeable basis)
<b>Intercom System</b>	<ul style="list-style-type: none"><li>• CCTV Surveillance system for all common areas</li><li>• Modern fire-fighting and alarm system (as per Government regulations)</li></ul>

**SCHEDULE E**  
**(Common Portions)**

Common Portions as are common between the co-owners of the Said Building:

- Open and/or covered paths and passages inside the Said Building.
- Boundary wall around the periphery of the Said Premises and decorative gates for ingress and egress to and from the Said Premises.
- Lobby at the ground level of the Said Building
- Lobbies on all floors and staircase(s) of the Said Building
- Space for community hall.
- Swimming Pool on roof top.
- Well-equipped indoor gymnasium.
- Landscaped area, if any.
- Staircases
- Lift(s) and lift lobbies
- Lift(s) and allied machineries in the Said Building.
- Fire Escapes
- Common entrance and exit of the Said Building

- The common basements, terraces, parks, play areas, open parking areas
- 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.
- Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating.
- Water supply system for supply of water.
- Main sewer, drainage and sewerage pits and evacuation pipes in the Said Building.
- Pumps and motors for water supply system for the Said Building and Common Portions.
- Wiring and accessories for lighting of Common Portions of the Said Building.
- Lighting arrangement at the entrance gate and passages within the Said Building.
- Installation relating to sub-station and common transformer for the Said Building.
- Intercom facility in each Flat connected to the main gate.
- Common fire fighting equipment for the Said Building as directed by the Director of West Bengal Fire Services.
- Other areas and/or installations and/or equipment as are provided in the Said Building for common use and enjoyment.

#### **SCHEDULE F**

#### **(Common Expenses/Maintenance Charges)**



1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions at the Said Building, including the exterior or interior (but not inside any Flat) walls of the Said Premises.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions at the Said Building, including lifts, generator, changeover switches, CCTV (if any), EPABX (if any), pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions at the Said Building level.

7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Said Building save those separately assessed on the Buyer.
  
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

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

(Being Represented by Constituted Power of Attorney Holders of Owners)

\_\_\_\_\_  
**[Owners]**

\_\_\_\_\_  
**[Developer]**

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**[Buyer]**

**Witnesses:**

Signature_____	Signature_____
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____